Execution Version

DEVELOPMENT AGREEMENT

by and between

DISTRICT OF COLUMBIA,

and

DC STADIUM LLC

Dated as of

May ___, 2014

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of May ___, 2014, by and among the **DISTRICT OF COLUMBIA**, a municipal corporation, acting by and through the Department of General Services (hereinafter referred to as "**District**"), and **DC STADIUM LLC**, a Delaware limited liability company (the "**Developer**").

RECITATIONS:

A. The District believes that it is in the best interests of the District and its residents for a new, state-of-the-art, LEED certified outdoor soccer stadium (which shall also be used as an entertainment venue) ("**Stadium**") to be constructed in the District of Columbia.

B. As of the date of this Agreement, the District has or is seeking Site Control (as hereinafter defined) of Squares 605, 607 and 661 and the northern portion of Square 665 (other than certain portions of the Pepco substation site, (the "**Pepco Substation**") as shown on **Exhibit A**) (collectively, with (i) Squares 603S and 611N, which are currently owned by the District and (ii) any public alleys and roads contiguous thereto which shall become part thereof upon their being closed, including T Street, the "**Land**" as shown on **Exhibit B**).

C. The District believes that construction of the Stadium on a portion of the Land will leverage other District investments such as the South Capitol Street Bridge project, the parking facilities for Nationals Ballpark, and the proposed Streetcar project, to accelerate and promote the economic vitality in the Buzzard Point and Capitol Riverfront neighborhoods.

D. DC Soccer LLC, a Delaware limited liability company and an Affiliate of Developer ("**DC Soccer**") owns the right to operate the DC United Major League Soccer team ("**DC United**") and wishes to have the team use the Stadium as its home field.

E. Developer is prepared to develop, construct, manage and operate the Stadium on a portion of the Land described in **Exhibit B-1** (the "**Stadium Land**") and certain other uses on other portions of the Land described in **Exhibit B-2** (the "**Adjacent Land**") under the terms and conditions set forth in this Agreement and the Ground Lease attached as **Exhibit C**.

F. In order to facilitate development of the Stadium, pursuant to the authority granted by the Stadium Act (as hereinafter defined), the District is prepared to (i) complete its assemblage of the Land and (ii) undertake certain pre-development work in connection with the Land before Developer commences construction of the Stadium.

G. The Parties wish to enter into this Agreement to (i) delineate their rights and responsibilities with respect to the assemblage of the Land, pre-construction activities on the Land, the development and construction of the Stadium and certain ancillary development on the Land; (ii) set forth certain contingencies that must be satisfied or waived before Developer is required to commence construction of the Stadium; (iii) address certain aspects of the development and construction of the Stadium as well as certain ancillary development on the Land; and (iv) provide for the execution and delivery of various documents.

H. Following its execution by the Parties, this Agreement shall be promptly submitted to the Council of the District of Columbia ("**Council**") for approval of the transactions contemplated hereby this Agreement and the Ground Lease.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Developer agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions. As used in this Agreement, the following initially capitalized terms shall have the meanings indicated:

"**Action Agreements**" shall mean collectively, (a) the First Source Employment Agreement and (b) the CBE Utilization and Participation Agreement.

"**ADA**" shall mean the Americans with Disabilities Act of 1990, as amended.

"**Adjacent Land**" shall have the meaning set forth in the Recitations to this Agreement.

"**Affiliate(s)**" shall mean as to any named individual or entity: (a) any individual or entity directly or indirectly owning, controlling or holding with power to vote fifty percent (50%) or more of the outstanding voting interests of such named entity; (b) any entity fifty percent (50%) or more of whose outstanding voting interests are, directly or indirectly, owned, controlled or held with power to vote by such named individual or entity; or (c) any entity or individual directly or indirectly through one or more intermediate persons or entities controlling, controlled by or under common control with (using ownership of fifty percent (50%) or more of outstanding voting interests or actual control pursuant to contract or otherwise as a test for determining control with respect to an entity) such named individual or entity.

"**Agreement**" shall mean collectively, this Agreement and all exhibits and attachments hereto, as any of the same hereafter may be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, either in accordance with the terms of this Agreement or by mutual agreement of the parties.

"**Ancillary Development**" shall mean any ancillary development that is to be constructed on the Adjacent Land substantially concurrent with the construction of the Stadium, i.e. the construction of which is commenced no later than Substantial Completion of the Stadium.

"Applicable Laws" shall mean any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, including the Green Building Act, codes, executive orders and requirements of all Governmental Authorities having jurisdiction over Developer and/or the Stadium and/or the Land or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Stadium or any vault now or hereafter in, adjacent to or under the Land (including, without limitation, any of the foregoing relating to access for individuals with disabilities (including, without limitation, the ADA) or parking, the Building Code of the District, the

Environmental Laws and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any other body exercising similar functions).

"**Approved Conceptual Design**" shall mean the conceptual design for the Stadium as agreed upon by the Parties in accordance with Section 7.2 and attached hereto as **Exhibit D**.

"**Approved Conceptual Design – Ancillary Development**" shall mean the conceptual design for any Ancillary Development agreed upon by the Parties in accordance with Section 7.9(c) and attached hereto as **Exhibit W**.

"**Arbitration**" shall have the meaning set forth in Section 13.5(b).

"**Architect**" shall mean such architect as shall be engaged from time to time by Developer to design the Stadium.

"**Assignment**" shall mean a sale, exchange, assignment, lease, transfer or other disposition by Developer of Developer's rights and interest under this Agreement, whether by operation of law or otherwise. None of the following shall constitute an Assignment requiring the District's approval under this Agreement: (i) a Foreclosure Transfer, (ii) the execution of a Leasehold Mortgage; (iii) the collateral assignment of any interest in any FF&E, Building Equipment or other tangible personal property used in connection with the Stadium in connection with any financing thereof.

"**Best Commercially Reasonable Business Efforts**" shall mean that, as and when required hereunder, the Person charged with making such effort is timely and diligently taking, or causing to be taken, in good faith all steps usually and customarily taken by an experienced private sector developer of a stadium seeking with reasonable due diligence to lawfully achieve the objective to which the particular effort pertains on commercially reasonable terms given the size and scope of the Stadium project, provided that the foregoing shall not require the expenditure of any amount that is disproportionate to the benefit being obtained.

"**Building Equipment**" shall mean all personal property incorporated in, located within, at or attached to and used or usable in the operation of, or in connection with, the Stadium (but then only to the extent of Developer's rights therein) and shall include, but shall not be limited to, machinery, apparatus, devices, motors, engines, dynamos, compressors, pumps, boilers and burners, heating, lighting, plumbing, ventilating, air cooling and air conditioning equipment; chutes, ducts, pipes, tanks, fittings, conduits and wiring; incinerating equipment; elevators, escalators and hoists; washroom, toilet and lavatory plumbing equipment; window washing hoists and equipment; and all additions or replacements thereof.

"**Business Day**" shall mean Monday through Friday, inclusive, other than (a) holidays recognized by the District or the federal government and (b) days on which the District or federal government closes for business as a result of severe inclement weather or a declared national emergency which is given legal effect in the District. If any item must be accomplished or delivered under this Agreement on a day that is not a Business Day, then it shall be deemed to have been timely accomplished or delivered if accomplished or delivered on the next following Business Day. Any time period that ends on other than a Business Day shall be deemed to have been extended to the next Business Day.

"**CBE**" shall have the meaning set forth in the CBE Act for the term "Certified Business Enterprise".

"**CBE Act**" shall mean the *Small, Local, and Disadvantaged Business Development and Assistance Act of 2005*, D.C. Law 16-33, as amended (codified at D.C. Official Code §§ 2-218.01 *et seq.*)

"**CBE Utilization and Participation Agreement**" shall mean the agreement that will be executed between Developer and DSLBD prior to the commencement of construction of the Stadium, a copy of which shall be attached at **Exhibit E**, regarding the utilization and participation of CBEs in connection with the Stadium project, which shall conform to the requirements of Section 8.11 of this Agreement.

"**Certificates of Occupancy**" shall mean the temporary and/or permanent certificate or certificates of occupancy issued for the Stadium permitting occupancy for its intended use as then in force.

"**CLD Option**" shall have the meaning given such term in the Ground Lease.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto and other official IRS interpretations.

"**Confidential Information**" shall have the meaning set forth in Section 16.19(a).

"**Construction Contract**" shall have the meaning set forth in Section 7.4(a).

"**Contractor**" shall mean the party to the Construction Contract with the Developer.

"**Council**" shall mean the Council of the District of Columbia.

"**CPM**" shall have the meaning set forth in Section 8.2(a)(vii)(E).

"**Disqualified Person**" shall mean any of the following Persons:

(a) Any Person (or any Person whose operations are directed or controlled by a Person) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony under any local, state, or federal criminal statute; or

(b) Any Person organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, *et seq.*, as amended (which countries are, as of the date hereof, North Korea and Cuba); (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405(j), as amended (which countries are, as of the date hereof, Iran, Sudan and Syria); or

(c) Any Person who has been identified by the United States Department of the Treasury or the United States Secretary of State as a person engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, the "**Anti-Terrorism Order**"), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time.

(d) Any Person with whom the conduct of business is precluded because they are on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control located at 31 C.F.R., Chapter V, Appendix A or because they are described in Section 1 of the Anti-Terrorism Order.

(e) Any Person identified on a list of contractors that have been debarred by the District or the federal government or with whom the District is prohibited from doing business by District law.

(f) Any Person known by Developer to be an Affiliate of any of the Persons described in paragraphs (a) through (e) above.

"**District**" shall mean the District of Columbia, a public body, municipal and corporate.

"**District's Development Cost Cap**" shall mean Fifty Million Dollars ($50,000,000.00). Unless otherwise specified herein, the District's Development Cost Cap shall apply to any costs incurred by the District in connection with capital improvements or regulatory efforts required to be undertaken by the District pursuant to the terms of this Agreement. The District's Development Cost Cap shall not apply to (i) activities not specifically required by the terms of this Agreement that are to be funded pursuant to the District's five (5)-year capital improvement program in effect on the Effective Date, (ii) costs of any trolley line related development; and (iii) costs associated with the District of Columbia Department of Transportation's South Capitol Street Corridor Segments 1 and 2. The District's Development Cost Cap shall be increased by

the amount by which the cost of acquisition of the Land is less than One Hundred Million Dollars ($100,000,000.00), however, any such increase shall only be available to fund obligations that are subject to the District's Development Cost Cap under the terms of this Agreement. For the avoidance of doubt, the District shall have no obligation to expend more than One Hundred Fifty Million Dollars ($150,000,000.00) for the acquisition of the Land and its obligations that are subject to the District's Development Cost Cap.

"**District Indemnified Parties**" shall mean, collectively, the District, and its officials, officers, employees (including contract employees), and agents.

"**District Indemnified Party**" shall mean any Person included within the definition of District Indemnified Parties.

"**District's Pre-Construction Infrastructure Obligations**" shall have the meaning set forth in Section 3.1(d).

"**District's Representative**" shall mean the individual named by the District within five (5) Business Days of the Council's approval of this Agreement and the Ground Lease in accordance with Section 16.21.

"**DOES**" shall mean the District of Columbia Department of Employment Services or any successor agency.

"**DSLBD**" shall mean the District of Columbia Department of Small and Local Business Development or any successor agency.

"**Effective Date**" is the date first written above.

"**Environment**" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air.

"**Environmental Condition**" shall mean any condition, other than those the District is required to remediate pursuant to Section 4.1 or Section 6.2, not caused by any of the District Indemnified Parties during the Term with respect to the Environment on or off the Land, whether or not yet discovered, which could or does result in any Environmental Damages.

"**Environmental Damages**" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the remediation or mitigation of an Environmental Condition by Developer in connection with the construction and development of the Stadium pursuant to this Agreement, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any Feasibility Studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work but excluding settlements of claims made without the prior written consent of Developer.

"**Environmental Law(s)**" shall mean each and every law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization and similar requirement of each and every federal and District governmental agency or other governmental authority relating to any Hazardous Substances, including the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Hazardous Substances Account Act, the Hazardous Substances Act, the Underground Storage Tank Act of 1984, and the District of Columbia Underground Storage Tank Management Act of 1990 (District of Columbia Code, Section 8-113.01 et. seq.).

"**Event of Default**" shall have the meaning set forth in Section 13.1.

"**Event of Non-Compliance**" shall mean either (a) a failure to meet the job notice and periodic reporting requirements contained in the First Source Employment Agreement for a (continuous) period of thirty (30) days after written notice, or (b) a failure to meet the requirements of the CBE Utilization and Participation Agreement, which failure has continued beyond any applicable written notice and cure period; provided that there shall not be an Event of Non-Compliance if the District does not declare the existence of such Event of Non-Compliance within one (1) year of the occurrence of such event. Nothing in this Agreement shall impair, restrict or limit any rights or remedies that DOES may have against Developer under the First Source Employment Agreement in the event of a breach thereof or that DSLBD may have against Developer under the CBE Utilization and Participation Agreement in the event of a breach thereof.

"**Feasibility Studies**" shall have the meaning set forth in Section 6.1.

"**FF&E**" shall mean all furniture, furnishings, fixtures and equipment located at or used in connection with the Stadium.

"**First Source Act**" shall have the meaning set forth in Section 8.12.

"**First Source Employment Agreement**" shall mean the First Source Employment Agreement which shall be executed between DOES and Developer prior to the commencement of construction of the Stadium and a copy of which shall be attached at **Exhibit G**, which shall conform to the requirements of Section 8.12 of this Agreement.

"**Foreclosure Transfer**" shall mean a transfer, sale or assignment of Developer's interest in the Stadium project and/or the Land occurring as a result of a foreclosure or deed in lieu of foreclosure or by assignment or other conveyance in lieu of foreclosure, under a Leasehold Mortgage.

"Game Day Experience" shall have the meaning given that term in the Ground Lease.

"**Governmental Authority**" or "**Governmental Authorities**" shall mean the United States of America, the District of Columbia, and any agency, department, commission, board, bureau, instrumentality or political subdivision of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over the Stadium, the Land or any portion thereof

or any street, road, avenue or sidewalk comprising a part of the Land, or any vault in or under or airspace over the Stadium or the Land.

"**Green Building Act**" shall mean the *Green Building Act of 2006,* D.C. Law 16-234, as amended.

"**Ground Lease**" shall mean the ground lease agreement for the Land between the District and Developer executed, dated and delivered on the Effective Date and attached hereto as **Exhibit C**. In connection with Developer obtaining a Leasehold Mortgage subsequent to the Effective Date, if the Leasehold Mortgagee shall request reasonable modifications of the Ground Lease as a condition of such Leasehold Mortgage (or any amendment, extension or modification thereof), the District shall accept such modifications; provided, however, that any modification that materially (i) increases the District's obligations under the Ground Lease, (ii) materially diminishes the District's rights under the Ground Lease, or (iii) materially limits or impairs the District's remedies under the Ground Lease shall not be deemed reasonable and accordingly the District may decline to accept any such request.

"**Hazardous Material(s)**" shall mean any substance, material, condition, mixture or waste which is now or hereafter (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste." "restricted hazardous waste," "oil," "pollutant" or "contaminant" under any provision of District of Columbia, federal or other applicable law; (2) classified as radioactive material; (3) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act. 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (4) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (5) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); (6) determined to be a "hazardous chemical substance or mixture" pursuant to the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605); (7) identified for remediation, storage, containment, removal, disposal or treatment in any District plan for the Stadium Land; or (8) determined by District or federal authorities to pose or be capable of posing a risk of injury to human health, safety or property (such substances to include petroleum and petroleum byproducts, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, lead, mercury, acetone, styrene, and "hazardous air pollutants" listed pursuant to the Clean Air Act, 42 U.S.C. Section 7412).

"**Input**" means consultation, recommendations or advice to be given pursuant to provisions of this Agreement. As provided in Section 16.17, Input is nonbinding on the recipient.

"**Intercreditor Agreement**" shall have the meaning set forth in Section 8.3(c).

"**Land**" shall have the meaning set forth in the Recitations to this Agreement.

"**Land Use Approvals**" shall mean all plan reviews, and zoning approvals and/or waivers, necessary to obtain the Permits and Approvals for the construction and contemplated

uses of the Stadium. For the avoidance of doubt, any approvals or waivers required for the District's assemblage of the Land, any street and alley closings on the Land, the creation of a single lot of record for the Land or any infrastructure improvement obligations of the District under this Agreement shall not be considered Land Use Approvals under this Agreement.

"**Leasehold Mortgage**" shall mean any mortgage, deed of trust or other similar security instrument, and all extensions, spreaders, splitters, consolidations, restatements, replacements, modifications and amendments thereof, that secures a loan (and any increases therein or additions thereto) held by a Leasehold Mortgagee, together with any related security agreements, and constitutes a lien on all or a portion of Developer's interest in the Stadium or the Land or any portion thereof, and any security interest in or assignment of any agreements, rents, issues or profits related thereto. For all purposes hereof, "Leasehold Mortgage" shall be deemed to be and include all collateral or other security documents that evidence or secure a loan secured by a mortgage, deed of trust and/or other similar security instrument against all or a portion of Developer's leasehold interest in the Land or any portion thereof (including, without limitation, collateral assignments of leases and rents (whether general, specific or both), letters of credit, deposits, financing statements under the Uniform Commercial Code, assignments of permits, assignments of architectural plans, specifications or services, assignments of construction contracts, environmental or other guarantees, loan agreements, building loan or disbursement agreements, or any other documents or instruments that evidence or secure such a loan) and all extensions, spreaders, splitters, consolidations, restatements, replacements, modifications and amendments of any and all thereof. Without in any way limiting the generality of the foregoing, a Leasehold Mortgage may encumber personal property used in the Stadium.

"**Leasehold Mortgagee**" shall mean each Person, who owns, holds or controls a Leasehold Mortgage, or any ownership or other beneficial interest therein. In no event shall a Leasehold Mortgagee be a Person that is an Affiliate of Developer or a Disqualified Person. It is acknowledged that there may be more than one Leasehold Mortgage and more than one Leasehold Mortgagee from time to time; accordingly, for purposes of exercising the rights of a Leasehold Mortgagee hereunder, the term "Leasehold Mortgagee" shall mean the senior Leasehold Mortgagee unless and until all Leasehold Mortgagees, including the senior Leasehold Mortgagee, provide written notice to the District of their appointment of one of them, or a third party agent or designee, as the Person responsible for acting on behalf of all of the Leasehold Mortgagees, in which case the term "Leasehold Mortgagee" for such purposes shall mean the Person so appointed as evidenced by such notice. Such appointment shall provide that it shall remain in force and effect until rescinded or modified by all Leasehold Mortgagees by written notice to the District.

"**Material Ancillary Development Deviation**" shall have the meaning set forth in Section 7.9(d).

"**Material Stadium Deviation**" shall have the meaning set forth in Section 7.2(b).

"**Notice Address**" shall mean the address for notice set forth below, as amended from time to time by notice sent to the other party as provided herein:

To District:

Allen Y. Lew
City Administrator
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Suite 521
Washington, D.C. 20004

with a copy to:

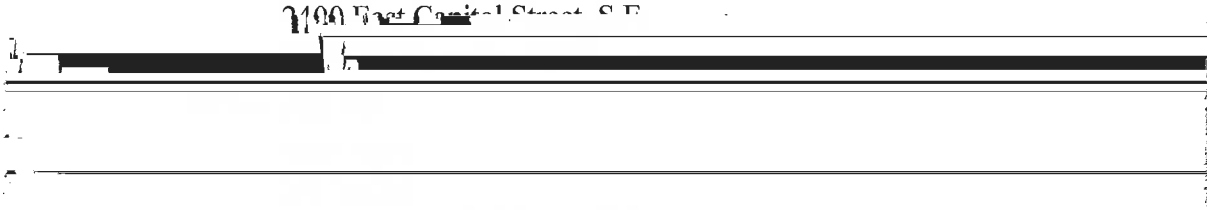
Scott Burrell
Senior Legal Counsel
Office of City Administrator
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Suite 513
Washington, D.C. 20004

with a copy to:

Susan C. Longstreet, Esquire
Deputy Attorney General - Commercial Division
Office of the Attorney General for the District of Columbia
441 4th Street, N.W.
10th Floor - South
Washington, D.C. 20001

To Developer:

Jason Levien
DC United
2400 East Capitol Street, S.E.



Washington, D.C. 20003

with a copy to:

Tom Hunt
DC United
2400 East Capitol Street, S.E.
Washington, D.C. 20003

with a copy to:

Richard A. Newman, Esq.
Arent Fox LLP
1717 K Street, N.W.
Washington, D.C. 20036

"**Outside Performance Dates**" the dates as specified in Section 14.2(a) by which, absent Unavoidable Delay, certain actions are to be undertaken or achieved

"Penal Sum" shall have the meaning set forth in Section 14.2(i).

"**Pepco High Voltage Lines**" shall have the meaning set forth in Section 5.4(a).

"**Pepco Substation**" shall have the meaning set forth in the Recitations to this Agreement.

"**Performance and Payment Bond**" shall have the meaning set forth in Section 8.1(c).

"**Performance Assurance**" shall have the meaning set forth in Section 8.1(a).

"**Permits and Approvals**" shall mean any and all permits, approvals and/or waivers required and/or necessary to be issued by Governmental Authorities in connection with the construction of the Stadium or any Ancillary Development, as applicable; provided, however, that any such permits, approvals or waivers required for the District's assemblage of the Land, any street and alley closings on the Land, the creation of a single lot of record for the Stadium Land or any demolition or infrastructure improvement obligations of the District under this Agreement shall not be included.

"Permitted Encumbrances" shall have the meaning set forth in Section 3.1(f).

"**Person**" shall mean any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, estate, trust, unincorporated association or other entity; any Governmental Authority; and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**PLA**" shall mean the project labor agreement dated as of September 10, 2013 relating to, inter alia, the development and construction of the Stadium, a copy of which is attached hereto as **Exhibit R**.

"**Plan**" shall mean any employee benefit plan or other plan established, maintained or to which contributions have been made by Developer or any ERISA Affiliate and covered by Title IV of ERISA, or subject to the minimum funding standards under Section 412 of the Code.

"**Plans and Specifications**" shall mean the plans and specifications for the Stadium as such plans and specifications may be modified from time to time.

"**Projected Stadium Budget**" shall mean the budget for the development and construction of the Stadium attached hereto as **Exhibit H**.

"**Release**" shall mean any releasing, seeping, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping into the Environment.

"**Remediation Payment Request**" shall have the meaning set forth in Section 6.2(e).

"Request" shall have the meaning set forth in Section 16.19(b).

"Requested Information" shall have the meaning set forth in Section 16.19(b).

"**Rules and Regulations**" shall have the meaning set forth in **Exhibit C**.

"**Sales Tax**" shall mean any present or future tax, levy, fee, charge or imposition in the nature of a sales, use, utility, luxury, entertainment, admission, fee, tax, charge, levy or imposition, which is levied by, for, or at the request of or for the benefit of the District for, against or in respect of the grant, charge for, sale or purchase of, or based on or measured by the charge, sales or purchase price for, as value of (including imputation of such charge, sales or purchase price from other revenue) which are (i) reasonably associated with the game day experience that is made by a vendor that is licensed to be at and physically present at, and delivery occurs to the purchaser of such item at the Stadium, Stadium Land or Adjacent Land or Ancillary Development, and (ii) for the right or privilege or permission to enter, or evidence of the right or privilege or permission to enter, the Stadium (whether by ticket, season ticket, subscription, license or otherwise, excluding online sales, unless the item or ticket is acquired or redeemed at the Stadium, Stadium Land, Adjacent Land or Ancillary Development as part of the game day experience or unless such online sale of Team, MLS, or soccer-related merchandise is made by the Team. Without limitation, Sales Tax shall include the tax levied under Section 47-2002 of the District of Columbia Code on retail sales as defined in Section 47-2001(n)(1) (A) and (H) of the District of Columbia Code, in each, including all amendatory, supplementary and replacement provisions thereof.

"**Site Control**" shall mean the District has entered into binding agreements to acquire title to the real property within the Land that the District does not own (although such agreements may be contingent upon the receipt of any necessary Council approvals and the Anti-Deficiency Acts, but may not otherwise be contingent upon any matter not approved in writing by the Developer and may not be subject to termination rights except customary default remedies); however, fee title to all the lots that make up Land need not yet have vested in the District.

"**Stadium**" shall have the meaning set forth in the Recitations to this Agreement.

"**Stadium Act**" shall mean the legislation required by Section 16.21 approving, inter alia, this Agreement and the transactions contemplated herein substantially in the form attached as **Exhibit S**.

"**Stadium Budget**" shall mean the budget for the portions of the cost of development and construction of the Stadium not to be borne by the District under this Agreement based on the Plans and Specifications and setting forth all of the costs and expenses by major category reasonably anticipated to be incurred in connection with the development and construction of the Stadium, which shall be delivered to the District by Developer prior to the commencement of construction of the Stadium and which shall be attached hereto as **Exhibit I**, as modified from time to time.

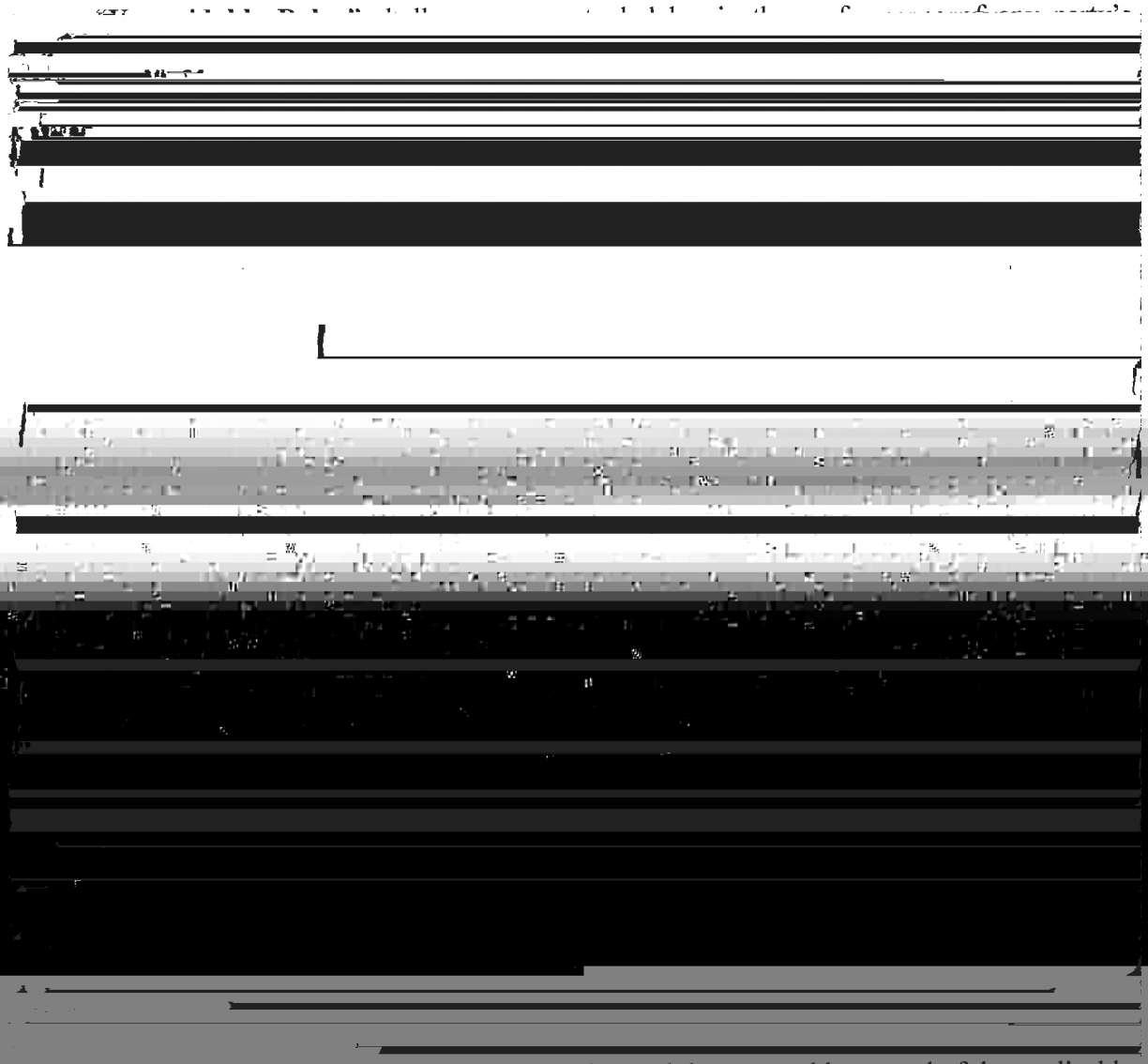
"**Stadium Land**" shall have the meaning set forth in the Recitations to this Agreement.

"**Substantial Completion**" or "**Substantially Complete**" or "**Substantially Completed**" shall mean the satisfaction of the conditions set out in Section 8.9(b).

"**Tax Phase In Zone**" shall mean the designation of the Land, pursuant to the Stadium Act, as an area in which certain Tax shall be levied as provided in the Lease.

"**Term**" shall mean the term of this Agreement, which shall be from the Effective Date through, unless otherwise earlier terminated pursuant to this Agreement, the Substantial Completion of the Stadium.

"**Threatened Release**" shall mean a substantial likelihood of a Release which requires action under the Environmental Laws to prevent or mitigate damage to the Environment which may result from such Release.



obligations hereunder by reason of (a) any reason beyond the reasonable control of the applicable party, including, without limitation, acts of God, unusually severe weather, flood, earthquake, fire, epidemic, riot, civil disobedience, acts of terrorism, strikes, lock-outs, labor interruptions, sabotage, withdrawal or suspension of or a failure by the District to timely issue as a result of appeals or lawsuits any permits or licenses or other legal entitlements and closure of the District or federal government, and as to the Developer, any failure of the District to comply with any of its material obligations under this Agreement, in each case only to the extent the event in

and words importing the plural number include the singular number; (b) words of the masculine gender include correlative words of the feminine and neuter genders; (c) words importing persons include any Person; (d) any reference to a particular Section shall be to such Section of this Agreement and (e) any reference to a particular Exhibit shall be to such Exhibit to this

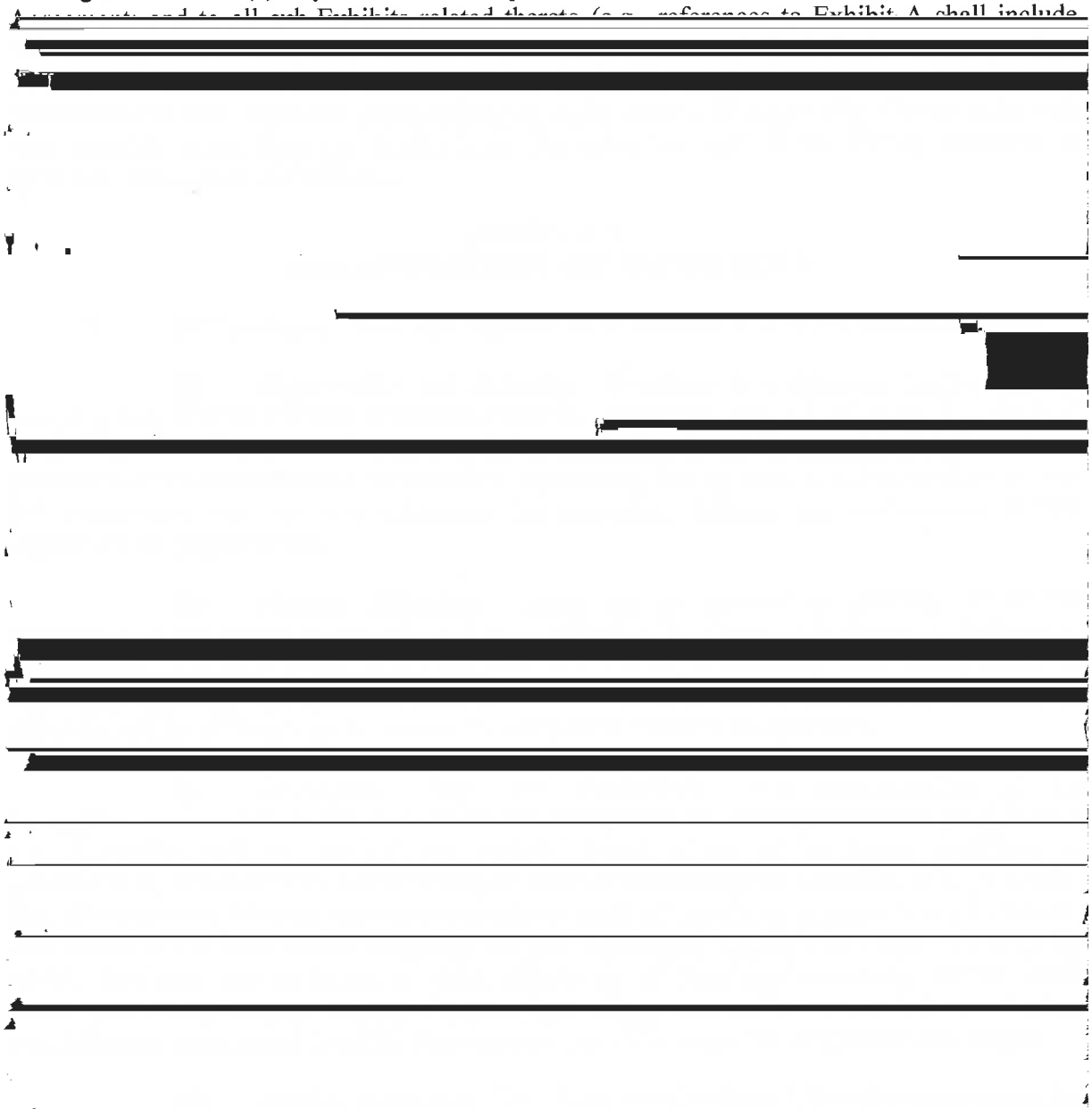


Exhibit A-1, Exhibit A-2, etc.) The term "game day experience" (and similar expressions) as used in this Agreement shall include, without limitation, retail establishments such as bars, restaurants and team stores and stores selling primarily merchandise generally oriented to tourists such as shirts, mugs, flags and similar items displaying the logos of the District, WMATA or other such non-sports related items.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Of Developer. Developer represents and warrants as of the Effective Date that:

(e) *No Defaults.* No event has occurred and no condition exists that, to Developer's knowledge after reasonable inquiry, with the giving of notice and the passage of time is reasonably expected to constitute an Event of Default hereunder. Developer has neither received written notice of any claimed violation, nor has knowledge of a violation of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation could materially adversely affect the ability of Developer to perform its obligations under this Agreement.

(f) *Compliance with Law.* Developer is, or will be, in compliance in all material respects with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which is reasonably expected to materially adversely affect the ability of Developer to perform its obligations under this Agreement.

(g) *ERISA.* Each Plan of Developer is in compliance in all material respects with all applicable provisions of ERISA. Developer has not incurred any liability to the Pension Benefit Guaranty Corporation under ERISA except to the extent that such liability has been satisfied or provision for the satisfaction thereof has been made upon terms which will not result in any material and adverse effect upon Developer. No lien has attached to any of Developer's property as a result of failure to comply with ERISA or as a result of the termination of any Plan except to the extent that the obligation secured thereby has been satisfied or provision for the satisfaction thereof has been made upon terms which will not result in any material adverse effect upon Developer.

2.2 Of District. The District represents and warrants as of the Effective Date:

(a) *Status.* The District is, under the laws of the United States of America, a duly created and validly existing government constituted as a body corporate for municipal purposes. The District has the power to contract and to be contracted with, to sue and to be sued, to have a seal and to exercise all other powers of a municipal corporation not inconsistent with the Constitution and laws of the United States of America and the provisions of the District of Columbia Code.

(b) *Power and Authority.* The District has the power, authority and legal right under the Home Rule Act and the laws of the District, upon enactment of the Stadium Act and subject to the provisions of Section 15.1, to (i) execute, deliver and be bound by this Agreement, (ii) execute, deliver and be bound by all other documents that this Agreement or the transactions contemplated herein require the District to execute and deliver, (iii) observe and perform all the terms and provisions of this Agreement and all documents referenced in or contemplated by this Agreement, and (iv) incur and perform its obligations under this Agreement and the transactions contemplated hereby.

(c) *Due Execution and Delivery.* This Agreement has been duly executed, issued and delivered by the District in accordance with law and constitutes the legal, valid and binding obligation of the District enforceable against it in accordance with its terms, upon enactment of the Stadium Act.

2.3 Disclaimer of Warranties. Except as otherwise expressly provided herein, the District makes no warranty or representation, express or implied, as to the title, value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Land or any portion thereof or any other warranty with respect thereto. In no event shall the District be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Stadium or the existence, furnishing, functioning or use of the Stadium or any item or products or services provided for in this Agreement.

2.4 Mutual Good Faith Early Delivery Goal. Anything to the contrary herein contained notwithstanding, the District and Developer will use reasonable efforts to achieve the development milestones set out in Exhibit K.

ARTICLE III
ASSEMBLAGE OF THE LAND

3.1 Assemblage of the Land.

(a) Following the Effective Date, the District shall use reasonable efforts to cause to be adopted the Stadium Act and to obtain Site Control of all of the lots within the Land not owned by the District. The Parties expressly acknowledge that the District's obligation to secure Site Control of the Land is contingent on the District's ability to negotiate land swaps or other transactional structures on terms and conditions that are acceptable to the District. If the District determines it is unable to negotiate the necessary land transfers on terms and conditions that are acceptable to the District, the District may terminate this Agreement by providing written notice to Developer. Furthermore, if the District fails to achieve Site Control of the Land by March 31, 2015, Developer may terminate this Agreement pursuant to Section 14.2(b). The District shall keep Developer apprised of its efforts to achieve Site Control on an ongoing basis.

(b) After the District has Site Control of the lots within the Land not owned by the District, the District shall seek approval to close the streets and alley ways within the boundaries of the Land identified on **Exhibit J**.

(c) Once the District has Site Control of the lots within the Land not owned by the District, following the receipt of all necessary Council approvals, the District shall acquire fee title to the Land, subject only to Permitted Encumbrances.

(d) If the District fails to accomplish the obligations in Section 3.1(c), 4.1, 5.3 and 6.2(a) and has not closed the streets and alley ways within the boundaries of the Land identified on **Exhibit J** (collectively, the "**District's Pre-Construction Infrastructure Obligations**") by March 1, 2016, Section 14.2(e) shall apply.

(e) If the District fails to accomplish the District's Pre-Construction Infrastructure Obligations by December 31, 2016, Section 14.2(f) shall apply.

(f) Upon its acquisition of title to all of the lots comprising the Land, title shall be subject only to such encumbrances which shall be mutually agreed prior to December 15, 2014 and attached hereto as **Exhibit F** ("**Permitted Encumbrances**") and subject to the

CLD Option. Without limiting the generality of the foregoing, all exceptions identified on **Exhibit O** shall be removed.

3.2 Pepco Substation. For the avoidance of doubt, the District shall not be required to obtain title to the operational substations located on the Pepco Substation site shown on **Exhibit A** under the terms of this Agreement but shall be required to acquire both turbine sites and the undeveloped land to the west of the operational substations located on the Pepco Substation, and the Developer shall design the Stadium so that the structure can be completed and available for use without obtaining title to the operational substations located on the Pepco Substation site, provided that the District shall grant an easement to Pepco over the transmission lines that run under the Stadium, such easement to be in a form to be provided by the Developer and reasonably acceptable to the District and Pepco, a preliminary draft of which being attached hereto as **Exhibit P**.

ARTICLE IV
DEMOLITION

4.1 Demolition of Certain Existing Structures.

(a) Promptly following the execution of this Agreement and the satisfaction of any requirements of Applicable Laws, the District shall at its sole expense secure all necessary permits and approvals to demolish all of the existing structures on the Land (collectively, the "**Demolition Structures**"). The District's obligation to demolish Demolition Structures shall not include removal of below grade structures (except if necessary to implement the Voluntary Clean-Up Plan). The provisions of Section 6.2(a) and of the last sentence of Section 6.2(e) shall apply to any Environmental Condition affecting the Demolition Structures.

(b) All demolished materials from the Demolition Structures shall be salvaged, recycled or be legally disposed of and any excavated areas will be backfilled.

(c) The District shall have demolished all the Demolition Structures and removed the demolished materials as provided in Section 4.1(b) by no later than March 1, 2016. If the District fails to demolish all of the Demolition Structures by March 1, 2016, Section 14.2(d) shall apply.

(d) If the District fails to demolish all of the Demolition Structures by December 31, 2016, Section 14.2(f) shall apply.

ARTICLE V
DISTRICT'S INFRASTRUCTURE OBLIGATIONS

5.1 Limitations. Unless mutually agreed upon by the parties, the District's infrastructure obligations under this Agreement shall be limited to (i) the footprint of the Land; (ii) the roads and rights-of-way that serve as the perimeter of the Land as shown on **Exhibit L**; (iii) the roadway and sidewalks on Potomac Avenue from South Capitol Street to the Land as shown on **Exhibit M**; and (iv) the traffic signals and highway signage within the area shown on **Exhibit N**.

5.2 Development of Utility Requirements and Timeline. Developer shall promptly determine and provide to the District the utility requirements for the Stadium as well as any anticipated Ancillary Developments and any other structure Developer reasonably anticipates constructing on the Adjacent Land. The Parties shall work cooperatively to identify the timelines by which the various District infrastructure obligations shall be completed to facilitate construction and operation of the Stadium and the anticipated Ancillary Developments, such timeline in no event to be agreed upon later than December 15, 2014. A copy of the timeline and requirements shall be attached hereto as **Exhibit U**. For the avoidance of doubt, the District shall be required to bring utility service to the perimeter of the Stadium Land; however, Developer shall be responsible for and bear the cost associated with the installation and connection of new utility lines and service from the perimeter of the Stadium Land to the Stadium or any other structure constructed on the Adjacent Land.

5.3 District's Other Pre-Construction Infrastructure Obligations.

By March 1, 2016, the District shall have completed the following:

(a) Other than the Pepco High Voltage Lines, which shall be addressed in accordance with Section 5.4, in accordance with **Exhibit U**, the District shall perform the relocation and rearrangement of utilities to the Stadium Land reasonably necessary for Developer to commence construction of the Stadium on the Stadium Land in accordance with the Plans and Specifications.

(b) If the District fails to accomplish the District's Pre-Construction Infrastructure Obligations by March 1, 2016, Section 14.2(e) shall apply.

(c) If the District fails to accomplish the District's Pre-Construction Infrastructure Obligations by December 31, 2016, Section 14.2(f) shall apply.

(d) The District shall adopt implementing regulations or otherwise provide for the implementation of the Tax Phase In Zone by September 1, 2016.

5.4 Pepco's High Voltage Underground Lines.

(a) Prior to June 1, 2015, the Parties in consultation with Pepco, shall examine the options for the development of the Stadium over the two 260Kv and four 138 Kv electrical lines that are installed under First Street (the "**Pepco High Voltage Lines**").

(b) By June 1, 2015, the Parties and Pepco shall have mutually agreed on a development option for the Stadium that addresses the location of the Pepco High Voltage Lines. Subject to the limitations set forth herein, the District shall bear (or reimburse the Developer for) the portion of the cost, if any, of any material modifications to the Stadium necessary to accommodate design configurations that allow the Pepco High Voltage Lines to remain substantially undisturbed. As of the Effective Date, the Parties anticipate any such costs to be marginal; however, in any event, such costs shall not exceed an amount equal to One Hundred Fifty Million Dollars ($150,000,000.00), less the sum of (i) the cost of all other amounts spent by the District pursuant to this Agreement which are subject to the District's Development Cost Cap, and (ii) the cost of acquisition of the Land. The specifics of the agreed upon development option shall be attached to this Agreement as **Exhibit T**.

(c) If a development option addressing the Pepco High Voltage Lines is not agreed upon by June 1, 2015, Section 14.2(d) shall apply.

5.5 District's Other Infrastructure Obligations.

(a) Prior to Substantial Completion of the Stadium, the District shall have completed:

(i) The construction of the roads, sidewalks and right-of-ways that serve as the perimeter of the Stadium Land as set forth in **Exhibit L**;

(ii) The infrastructure upgrades to the roadway and sidewalks on Potomac Avenue from South Capitol Street to the Land as set forth on **Exhibit M**; and

(iii) The upgrading and installation of traffic signals and highway signage within the area shown on **Exhibit N**.

(b) All roads and sidewalks shall be constructed in accordance with District of Columbia Department of Transportation requirements.

(c) The District shall seek Developer's Input regarding the perimeter rights-of-way streetscape and signage that the District shall install pursuant to the obligations set forth in this Section 5.5 under this Agreement.

5.6 Stadium Parking. The Parties will work cooperatively together to address parking to serve the Stadium on game days; provided, however, nothing in this Agreement shall obligate the District to guarantee that any offsite parking spaces will be available for the Stadium's use on game days.

5.7 Streetcars. The District will examine and reasonably consider: (i) re-sequencing options so as to advance construction of the Buzzard Point/Downtown streetcar line so that it is the next line constructed after the "One City Line," and (ii) the construction of a streetcar stop adjacent to the Stadium Land. Developer acknowledges, however, that the District does not guarantee that either of the foregoing will ultimately be implemented or will be completed by a date certain. Moreover, nothing in this Agreement shall prohibit the District from discontinuing, rerouting or curtailing any streetcar line that may be constructed in close proximity to the

Stadium or from relocating or eliminating any streetcar stop that may be established close to or at the Stadium.

5.8 Traffic Mitigation and Parking Plan. The District and Developer will seek in good faith to develop a mutually acceptable traffic mitigation plan and parking management plan with the goal that it can be fully implemented prior to Substantial Completion and that it enhance the game day experience.

5.9 Land Contribution. Upon commencement of construction of the Stadium, Developer shall pay to the District, or its designee, up to Two Million Five Hundred Thousand Dollars ($2,500,000.00) to offset Land acquisition costs.

ARTICLE VI
DISTRICT'S ENVIRONMENTAL REMEDIATION OBLIGATIONS

6.1 Feasibility Studies. Promptly following the execution of this Agreement and prior to April 1, 2015, the District shall at its sole cost perform such civil engineering (including geotechnical, topographic, utilities, metes and bounds) environmental sampling, testing, and investigations and such other tests, studies, and investigations as the Developer shall reasonably determine are necessary (the "**Feasibility Studies**"), provided that if the Developer shall have performed any of the Feasibility Studies, the District shall reimburse the Developer for the cost thereof and shall be relieved of its obligation to do so hereunder. Any tests, studies or investigations beyond the Feasibility Studies shall be the responsibility of Developer and shall be at Developer's sole cost and expense. The District shall be solely responsible for obtaining any necessary licenses and permits for any activities undertaken in connection with any Feasibility Studies undertaken on or at the Stadium Land, including those required for the transportation or disposal of any Hazardous Materials which are retrieved in connection with any Feasibility Study. All Feasibility Studies shall be performed and conducted in accordance with all Applicable Laws. The District shall promptly provide written notification to Developer of the results of the Feasibility Studies and shall provide Developer with copies of all sampling results and any written summaries, reports, or evaluations of such results. The District makes no representations or warranties as to the presence or absence of Hazardous Materials in, under or on the Stadium Land or the accuracy or completeness of any results, summaries, reports or evaluations of the Feasibility Studies or that the Land is suitable for any particular use or improvement. In the event that the Feasibility Studies or any studies undertaken by Developer reasonably evidence to Developer that the Stadium cannot be constructed for less than 110% of the Projected Stadium Budget, Developer shall have the right, exercisable prior to April 15, 2015, to terminate this Agreement in accordance with Section 14.2(c). The foregoing termination right shall expire at 12:01 am EST on April 15, 2015. Notwithstanding anything to the contrary herein, Developer understands and agrees that the District is undertaking the Feasibility Studies at the request of Developer and Developer shall specify for the District the specific tests to be undertaken as well as the number and location on the Land of such tests. Developer specifically assumes the risk that such tests are properly performed, the results accurately reported and that the number, location and type of tests are adequate to protect the risks being assumed by Developer. In no event shall the District be required to pay for Feasibility Studies (including the reimbursement of the Developer for any Feasibility Studies the

Developer performed) that in aggregate cost in excess of One Hundred Thousand Dollars ($100,000).

6.2 Remediation Plan.

(a) At the conclusion of the Feasibility Studies, the District shall develop a voluntary on-site clean-up plan ("**Voluntary Clean-Up Plan**") for the Land and Demolition Structures reasonably acceptable to the Developer. If the Parties have not agreed upon a Voluntary Clean-Up Plan by June 1, 2015, Section 14.2(b) shall apply. Except as provided in Section 6.2(d) and subject to the limitation set forth in Section 6.2(g), the District shall undertake all remediation required by the Voluntary Clean-Up Plan prior to March 1, 2016.

(b) If the District fails to complete its obligations with respect to the Voluntary Clean-Up Plan by March 1, 2016, Section 14.2(e) shall apply.

(c) If the District fails to complete its obligations with respect to the Voluntary Clean-Up Plan by December 31, 2016, Section 14.2(f) shall apply.

(d) For the avoidance of doubt, notwithstanding anything in the Voluntary Clean-Up Plan, the District shall not be required to remediate petroleum contaminated soil and other similar environmental issues at the Land that can be resolved through excavation of the contaminated soil and tipping such soil at an approved disposal facility. The Parties agree that such remediation shall be undertaken by Developer as part of the construction of the Stadium and the development of the Ancillary Developments and the District shall pay the incremental cost to dispose of such contaminated soil in accordance with Applicable Laws over and above the cost to tip soil that is not contaminated, up to the balance of the District's Development Cost Cap not expended, contractually obligated or reasonably planned or reasonably projected to be expended as of the date the Developer applies for permits to commence excavation of the Stadium Land. Prior to undertaking any disposal of contaminated soil, Developer shall review the disposal options with the District and shall implement the option that is reasonably acceptable to the District.

(e) Developer shall submit documentation reasonably satisfactory to the District on a monthly basis detailing the volume of contaminated soil excavated and tipped (or otherwise disposed of) during the prior month and the determination of the incremental cost thereof (each a "**Remediation Payment Request**"). The District shall promptly review any Remediation Payment Request for payment submitted by Developer pursuant to this Section. If the District challenges or disputes any part of a Remediation Payment Request, the District shall deliver a written notice ("**Dispute Notice**") to Developer within seven (7) Business Days of the District's receipt of a Remediation Payment Request. The Dispute Notice shall identify the basis for the District's dispute or challenge which shall be resolved in accordance with Section 13.5. The District or its predecessors in title (but not the Developer) shall be listed as the sole generator of all soils remediated in all manifests and related documents. Following the completion of such remediation, the District shall issue a Brownfield Certification to Developer under § 8-633.06 of the D.C. Code.

(f) If no Dispute Notice is issued in connection with a Remediation Payment

Request, within nine (9) Business Days, the District shall remit the invoice for payment subject to the limitation set forth in Section 6.2(g).

(g) The District shall advise Developer when the amount specified in Section 6.2(d) for remediation costs has been exhausted and Developer will then be solely responsible for funding any and all further costs and expenses of environmental remediation of the Land.

ARTICLE VII
DEVELOPER'S PRE-CONSTRUCTION OBLIGATIONS

7.1 Financing Commitments. Promptly following (i) the District obtaining Site Control of the Land; and (ii) the enactment into law of the Stadium Act, the District shall provide written notice thereof to Developer. Within ninety (90) days of such notice, Developer shall provide the District with expressions of interest for debt financing from institutions not constituting Disqualified Persons that are either (A) a federally insured bank, the long term unsecured debt of which has a rating of 'A1' or better under Moody's Investors Service Inc.'s rating system or a rating of 'A+' or better under Standard & Poor's Rating Services' rating system, or (B) reasonably acceptable to the District and in an amount sufficient, together with any proposed equity investment, mezzanine loan or other financing arrangement, to reasonably demonstrate to the District that Developer has the ability to fund the construction of the Stadium.

7.2 Stadium Plans and Specifications.

(a) Developer shall submit one or more conceptual design proposals for the Stadium to the District for the District's review and approval of a design's aesthetics including, but not limited to, the proposed exterior design, massing and quality of external materials. The conceptual design proposals shall specifically address the type and quality of materials that are proposed to be used on the exterior of the Stadium. Such submissions shall be sent to the District's Representative. Following the District's approval of a conceptual design, a copy of the approved conceptual design will be attached hereto as **Exhibit D** (the "**Approved Conceptual Design**"). The District shall not unreasonably withhold, condition or delay its approvals of the Developer's conceptual design, and shall take into consideration the Developer's legitimate economic objectives as well as design aesthetics in considering any matter requiring the District's consent hereunder.

(b) At any time during the course of construction of the Stadium, Developer may make modifications to the Approved Conceptual Design and shall prepare the Plans and Specifications using the Approved Conceptual Design as so modified without the approval of the District, except if there is a deviation from the Approved Conceptual Design that materially changes the aesthetics of the Stadium's proposed design (a "**Material Stadium Deviation**"); in the case of a Material Stadium Deviation, the review process of Section 7.2(a) shall apply. The District's Representative shall be provided, as and when available, copies of all plans developed from the Approved Conceptual Design including schematic design drawings, development design drawings and construction drawings, and shall review the same to verify that no Material Stadium Deviation has occurred.

(c) If Developer desires a Material Stadium Deviation from the Approved

Conceptual Design of the Stadium, Developer shall submit modified plans and specifications clearly showing the changes to the District's Representative, together with an estimate of any cost increases resulting from such modification. Within fourteen (14) Business Days after the receipt of the proposed modifications, the District shall notify Developer in writing that either it approves the modification as proposed or disapproves the proposed modification and specifying the reasons therefor. In this review, the District shall apply the standard set out in Section 7.2(a). If the District does not respond within such fourteen (14) Business Day period, then Developer shall have the right to provide the District Representative and the District with a second written request for approval, which shall include a complete copy of the first request for approval (including, without limitation, all documents and other items submitted with such first request) and which shall set forth in bold letters the following: FAILURE TO RESPOND WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE SHALL BE DEEMED TO CONSTITUTE APPROVAL TO THE REQUEST CONTAINED IN THIS NOTICE. Developer shall endeavor in good faith to confirm the receipt by the District's Representative of such second notice by phone or in person. In the event that the District fails to deliver its approval or disapproval within such seven (7) Business Day period, the District shall be deemed to have granted such approval. If, however, the District notifies Developer within the original fourteen (14) Business Days following its receipt that the complexity of the proposed modification to the Approved Conceptual Design necessitates an extension of such time period to complete the District's review, such period shall be extended to the date which is twenty (20) Business Days after the District's receipt of the proposed modification to the Approved Conceptual Design.

(d) If the District disapproves the request for a Material Stadium Deviation from the Approved Conceptual Design of the Stadium, it shall specifically state the basis for such disapproval and Developer shall, at its election either: (i) contest the reasonableness of the District's disapproval in accordance with Section 13.5, (ii) submit a revised modification to meet the District's objections, which revised modification shall be reviewed as provided in Section 7.2(c), or (iii) proceed with the original design.

(e) Notwithstanding anything to the contrary contained herein, the Plans and Specifications for the Stadium shall comply with all Applicable Laws. In the event of a conflict between the District's comments under this Section 7.2 and any approval of a local or federal land use or other regulatory authority (such as the Zoning Commission or Office of Planning), Developer shall work cooperatively with the District to the develop an acceptable solution, provided that if the District and Developer cannot find an acceptable solution within thirty (30) days, the Developer will be permitted to modify the Plans and Specifications for the Stadium to accommodate the requirements of the applicable local or federal land use or other regulatory authority in order to avoid delay. The District's approval hereunder of the Approved Conceptual Design and review of the plans developed therefrom shall not be, and shall not be construed as being, or relied upon as, a determination with respect to, or in any way render the District responsible or liable for, the completeness, design sufficiency or constructability of the improvements described therein or that the Plans and Specifications comply with Applicable Laws, including, without limitation, any laws, regulations or codes which provide for the review and approval of the Plans and Specifications by any Governmental Authority (other than the District for the limited purpose provided herein).

(f) By March 1, 2016, Developer shall have advanced the design of the Stadium to at least the design development drawings level.

(g) As and when available, Developer shall promptly provide to the District copies of the drawings for the Stadium at the schematic, design development and construction levels.

7.3 Input From Fort McNair. Given the Stadium's close proximity to Fort Lesley J. McNair and the National Defense University, the Parties agree to seek Input from representatives of Fort McNair into the development of the design of the Stadium in order that security concerns are identified early in the planning process and are able to be reasonably addressed.

7.4 Definitive Stadium Construction Contract.

(a) Developer shall have entered into a definitive construction contract for the Stadium by July 1, 2016 (the "**Construction Contract**"). Developer shall keep the District apprised of Developer's progress in negotiating a definitive construction contract for the Stadium. Prior to execution of the definitive construction contract for the Stadium (or any amendment or modification thereto that extends the time line for completion, increases the guaranteed maximum or fixed price for the construction of the Stadium or alters the use of CBEs or the percentage of work performed by District-residents), Developer shall submit the document for the District's review and approval, which shall be limited to assuring the document's compliance with the terms of this Agreement including, but not limited to, (i) the use of CBEs, (ii) the hiring of and percentage of work performed by District-residents, and (iii) Section 16.20.

(b) To facilitate and encourage the employment of District residents, the definitive construction contract for the Stadium shall provide for a Workforce Incentive Program pursuant to which each trade subcontractor shall be paid (to the extent payment is made by the District) an amount equal to ten percent (10%) of the base salary paid to employees who are (i) bona fide District residents; and (ii) working on construction of the Stadium. For purposes of the Workforce Incentive Program, the term "base salary" shall mean wages paid to employees for work performed on the construction of the Stadium and excludes the cost of benefits or taxes associated with such employees. Employees who work in home or regional offices and who support multiple projects shall not be eligible for inclusion in the Workforce Incentive Program. The cost of the Workforce Incentive Program shall be paid by the District in an amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00), which amount shall not be subject to the District's Development Cost Cap.

7.5 Land Use Approvals.

(a) Developer shall apply for the Land Use Approvals necessary to construct the Stadium. Subject to the limitation set forth in Section 6.2(g), the District shall bear or waive the costs of all fees, proffers or deposits associated with such Land Use Approvals customarily levied by District agencies or departments during the course of entitlement, permitting and construction of development projects. For the avoidance of doubt, if any such amounts are paid to an agency of the District government (as distinguished from a federal agency such as the Fine Arts Commission) and are remitted to the District's General Fund rather than being required by

any law of general applicability in effect on the date the obligation to pay such cost is incurred to be held in a special purpose fund (such as the housing trust fund), these shall not be subject to the District's Development Cost Cap, however, all other amounts paid for by the District shall be subject to the District's Development Cost Cap. Except as otherwise specifically provided in this Agreement, all other costs associated with such Land Use Approvals, including attorneys' fees, shall be paid by Developer at its sole cost and expense. Developer shall use Best Commercially Reasonable Business Efforts to obtain all the Land Use Approvals required for the Stadium. The District shall provide as to all of the portions of the Land owned by the District, and shall cause all third-party owners of lots comprising the Land under Site Control to provide, letters of authorization sufficient to enable the Developer to obtain these Land Use Approvals and to provide access for soil borings and similar customary tests and studies.

(b) If reasonably requested by Developer, the District shall provide Developer with reasonable assistance with respect to the Land Use Approvals, provided that all applications for such Land Use Approvals are in compliance with Applicable Laws. The District makes no representation or warranty that its assistance or participation will assure the issuance of any Land Use Approvals. Nothing in this Section 7.5(b) shall require the District to incur any cost (other than as contemplated in Section 7.5(a)) in providing assistance to Developer and the incurrence of any such cost to assist Developer shall be at the District's sole and absolute discretion.

(c) Subject to Applicable Laws and sound regulatory practice, the District will use reasonable efforts to ensure that each applicable subordinate District agency prioritizes and expedites all applications for Land Use Approvals for the construction of the Stadium. Nothing in this Section shall be construed as a waiver or reduction of any governmental requirement applicable to the Stadium.

(d) Developer shall have obtained the Land Use Approvals by March 1, 2016.

7.6 Permits and Approvals.

(a) Pursuant to Applicable Laws, Developer or its agents will use Best Commercially Reasonable Business Efforts to obtain, as and when necessary, any and all permits, approvals and licenses required to develop and construct the Stadium.

(b) The District shall bear or waive the costs of all fees, proffers or deposits associated with such Permits and Approvals customarily levied by District agencies or departments during the course of entitlement, permitting and construction of development projects. For the avoidance of doubt, if any such amounts are paid to an agency of the District government (as distinguished from a federal agency such as the Fine Arts Commission) and are remitted to the District's General Fund rather than being required by any law of general applicability in effect on the date the obligation to pay such cost is incurred to be held in a special purpose fund (such as the housing trust fund), these shall not be subject to the District's Development Cost Cap, however, all other amounts paid for by the District shall be subject to the District's Development Cost Cap. The District shall provide as to all portions of the Land owned by the District, and shall cause all third-party owners of lots comprising the Land under Site Control to provide, letters of authorization sufficient to enable the Developer to obtain these Permits and Approvals. Except as otherwise specifically provided in this Agreement, all other

costs associated with such Permits and Approvals, including attorneys' fees, shall be at Developer's sole expense.

7.7 DC Approvals Liaison. The District shall provide Developer with a dedicated DC Approvals Liaison to assist with all aspects of obtaining the required approvals for the Stadium with any District agencies. The DC Approvals Liaison shall inform the appropriate District agencies that, per the terms of this Agreement, applications for the construction of the Stadium are to be prioritized and expedited. Nothing in this Section shall be construed as a waiver or reduction of any governmental requirement applicable to the Stadium. Nothing in this Section shall be construed to obligate the District to engage a third party inspector or plan reviewer to assist Developer.

7.8 Project Coordination Meetings. The District and Developer recognize the need to maintain clear lines of communications and facilitate timely and coordinated decision-making in the development of the Stadium. To facilitate these objectives, the Parties will hold weekly meetings prior to the commencement of construction of the Stadium. Following the commencement of construction of the Stadium, the Parties will continue to meet regularly at least monthly to discuss the status of the Stadium project and to address any issues that may have arisen since their last meeting.

7.9 Ancillary Developments.

(a) If an Ancillary Development or other development on the Adjacent Land is reasonably related to the game day experience, Developer shall not be required to secure the District's approval under this Agreement for such proposed use. The design proposal for any Ancillary Development or other development on the Adjacent Land that relates to the game day experience shall be reviewed in the same manner as set forth in Section 7.2(a).

(b) For any Ancillary Development that is not reasonably related to the game day experience and for any development on the Adjacent Land that is not an Ancillary Development, Developer shall be required to secure the District's prior approval for such proposed use, such approval not to be unreasonably withheld, conditioned or delayed and to be granted if the proposed development is reasonably likely to achieve each of the following: (i) enhance or not distract from the game day experience, (ii) generate reasonable revenue without unreasonable risk, (iii) be aesthetically harmonious with the Stadium and other Ancillary Development and other development of the Adjacent Land previously approved, (iv) not include uses such as sexually-oriented businesses that may generally be considered antagonistic to a family-friendly atmosphere, and (v) uses or composition of uses that are not inconsistent with the District's then urban planning goals for the area in which the Stadium is located. The design proposal for any such Ancillary Development that does not relate to the game day experience and for any other development on the Adjacent Land shall also be subject to the prior approval of the District, which approval shall be subject to the standard set forth in the previous sentence.

(c) Following the Effective Date, Developer shall submit conceptual design proposals for any Ancillary Development to the District for the District's design review and approval in accordance with Section 7.9(a) or Section 7.9(b), as applicable. The Ancillary Developments shall not diminish, and as to ground floor uses, shall be intended to enhance, the

game day experience for patrons of the Stadium, unless another use is approved by the District. All such conceptual design submissions shall be sent to the District's Representative. Following the District's approval of a conceptual design for any applicable proposed Ancillary Development, a copy of the approved conceptual design will be attached hereto as **Exhibit W** (the "**Approved Conceptual Design – Ancillary Development**").

(d) At any time during the course of construction of any Ancillary Development, Developer may make modifications to the applicable Approved Conceptual Design – Ancillary Development and shall prepare the Plans and Specifications using the Approved Conceptual Design – Ancillary Development as so modified without the approval of the District, except if there is a deviation from the Approved Conceptual Design – Ancillary Development that materially changes the aesthetics of the Ancillary Development's proposed design (a "**Material Ancillary Development Deviation**"). The District's Representative shall be provided, as and when available, copies of all plans developed from an Approved Conceptual Design– Ancillary Development including schematic design drawings, development design drawings and construction drawings, and shall review the same to verify that no Material Ancillary Development Deviation has occurred.

(e) If Developer desires a Material Ancillary Development Deviation from any Approved Conceptual Design– Ancillary Development, Developer shall submit modified plans and specifications clearly showing the changes to the District's Representative and providing a detailed explanation for the proposed changes. Within fourteen (14) Business Days after the receipt of the proposed modifications, the District shall notify Developer in writing that either it approves the modification as proposed or disapproves the proposed modification and specifying the reasons therefor. In this review, the District shall apply the standard set out in Section 7.9(a) or Section 7.9(b), as applicable. If the District does not respond within such fourteen (14) Business Day period, then Developer shall have the right to provide the District Representative and the District with a second written request for approval, which shall include a complete copy of the first request for approval (including, without limitation, all documents and other items submitted with such first request) and which shall set forth in bold letters the following: FAILURE TO RESPOND WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE SHALL BE DEEMED TO CONSTITUTE APPROVAL TO THE REQUEST CONTAINED IN THIS NOTICE. Developer shall endeavor in good faith to confirm the receipt by the District's Representative of such second notice by phone or in person. In the event that the District fails to deliver its approval or disapproval within such seven (7) Business Day period, the District shall be deemed to have granted such approval. If, however, the District notifies Developer within the original fourteen (14) Business Days following its receipt that the complexity of the proposed modification to the Approved Conceptual Design– Ancillary Development necessitates an extension of such time period to complete the District's review, such period shall be extended to the date which is twenty (20) Business Days after the District's receipt of the proposed modification to the Approved Conceptual Design– Ancillary Development.

(f) If the District disapproves the request for a Material Ancillary Development Deviation from the Approved Conceptual Design – Ancillary Development, it shall specifically state the basis for such disapproval and Developer shall, at its election either: (i) contest the reasonableness of the District's disapproval in accordance with Section 13.5, (ii)

submit a revised modification to meet the District's objections, which revised modification shall be reviewed as provided in Section 7.9(e), or (iii) proceed with the original design.

(g) Notwithstanding anything to the contrary contained herein, the Plans and Specifications for any Ancillary Development shall comply with all Applicable Laws. In the event of a conflict between the District's comments under this Section 7.9 and any approval of a local or federal land use or other regulatory authority (such as the Zoning Commission or Office of Planning), Developer shall work cooperatively with the District to the develop an acceptable solution, provided that if the District and Developer cannot find an acceptable solution within thirty (30) days, the Developer will be permitted to modify the Plans and Specifications for the Ancillary Development to accommodate the requirements of the applicable local or federal land use or other regulatory authority in order to avoid delay. The District's approval of any Approved Conceptual Design – Ancillary Development under this Agreement and review of the plans developed therefrom pursuant to this Agreement shall not be, and shall not be construed as being, or relied upon as, a determination with respect to, or in any way render the District responsible or liable for, the completeness, design sufficiency or constructability of the improvements described therein or that the Plans and Specifications comply with Applicable Laws, including, without limitation, any laws, regulations or codes which provide for the review and approval of the Plans and Specifications by any Governmental Authority (other than the District for the limited purpose provided herein).

(h) In connection with the granting, conditioning or withholding of approvals for development on the Adjacent Land, the District shall not require a change to the applicable Rent, Sales Tax Phase In or Real Estate Tax Phase In provisions of the Ground Lease.

ARTICLE VIII
DEVELOPER'S CONSTRUCTION OF THE STADIUM

8.1 Assurance of Performance and Performance and Payment Bond.

(a) No later than June 1, 2015, Developer shall deliver to the District evidence that it has cash or marketable securities (the "**Performance Assurance**") in an account or accounts in its own name and that any disbursements or transfers from such account(s) shall be solely for amounts described in Section 8.1(b) below. Initially, the Performance Assurance shall be in the amount of Five Million Dollars ($5,000,000.00). On the first business day of each month thereafter, the Developer will evidence to the District that the amount of the Performance Assurance is equal to not less than the amount initially provided, less the amounts drawn in accordance with Section 8.1(b) below. The Performance Assurance may be subject to a security interest or similar controls by the Leasehold Mortgagee(s), in which case it shall be governed by the Intercreditor Agreement. The District shall have the right to realize against the Performance Assurance, subject to the Intercreditor Agreement, to satisfy the Penal Sum if due pursuant to Section 14.2(i) below.

(b) Developer may draw upon the Performance Assurance to fund (or reimburse) costs described in Section 5.9, costs of construction of the Stadium, and the reasonable, third party design, engineering, legal and any and all other costs connected to the development of the Stadium incurred by the Developer in pursuit of the development of the

Stadium, as incurred, and in such event it shall have no duty to replenish the Performance Assurance amount.

(c) Notwithstanding anything to the contrary in this or any other agreement, Developer shall not commence construction of the Stadium, until Developer has caused the Contractor to post a 100% performance and payment bond from a reputable bonding company reasonably acceptable to the District with a multi-obligee rider naming the District as an assured (the "Performance and Payment Bond").

8.2 Conditions to Commencement of Construction.

(a) In addition to the requirement set forth in Section 8.1(c), unless otherwise waived by the District, each of the following conditions shall have been satisfied prior to Developer's commencement of construction of the Stadium:

(i) *Stadium Project Budget.* Prior to the Effective Date, Developer submitted a projected budget (the "**Projected Stadium Budget**") for the development and construction of the Stadium to the District together with supporting documentation. A copy of the Projected Stadium Budget is attached as **Exhibit H**. The Parties have incorporated the Projected Stadium Budget into the financial analysis of the Stadium mutually agreed upon between the Parties. Prior to commencing construction, Developer shall update the Projected Stadium Budget in light of the Plans and Specifications and submit the updated budget (the "**Stadium Budget**") to the District

(ii) *Financing.* Developer shall have obtained debt financing in an amount sufficient together with any equity investments, mezzanine loans or other financing arrangements Developer has obtained, to construct the Stadium.

(iii) *Action Agreements.* Developer shall have entered into the Action Agreements with the applicable District agencies.

(iv) *Land Use Approvals.* Developer shall have obtained the Land Use Approvals for the Stadium project and such Land Use Approvals shall not have been amended, modified or otherwise revised in a manner that would materially adversely affect the development of the Stadium.

(v) *Permits and Approvals.* Developer shall have obtained the Permits and Approvals necessary for Developer to commence construction of the Stadium in accordance with Applicable Laws and this Agreement and such Permits and Approvals shall be in full force and effect and shall not have been amended, modified or otherwise revised in a manner that would materially adversely affect the development of the Stadium.

(vi) *Stadium Plans.* All Plans and Specifications for the Stadium shall have been submitted to and, if applicable, approved by the District in accordance with this Agreement.

(vii) *Documents from Developer*. Developer shall have delivered, or caused to be delivered, to the District each of the following items, all of which will be reasonably acceptable to the District:

(A) Copies of all organizational documents of Developer;

(B) A certificate of good standing evidencing that Developer is in good standing and authorized to transact business in the District of Columbia;

(C) Certificates of insurance as required under Article X for the commencement of the construction of the Stadium;

(D) A certificate with the representation and warranty from Developer that, in the reasonable expectation of Developer, the Stadium Budget is sufficient to construct and complete the Stadium in accordance with the Plans and Specifications;

(E) a construction schedule for each phase of the Stadium project, which schedule shall be prepared using the critical path method ("**CPM**") (such schedule, as it shall be amended from time to time in accordance with the Stadium construction contract, shall be referred to as the "**CPM Schedule**"), including a CPM network diagram, for use in scheduling and controlling the Construction. The CPM Schedule shall, at a minimum, show:

(1) the early and late start and stop times for each major construction activity;

(2) all "critical path" activities and their duration;

(3) the sequencing of all procurement, approval, delivery and work activities;

(4) late order dates for all long lead time materials and equipment; and

(5) critical Developer decision dates.

8.3 Developer's Obligation to Construct the Stadium.

(a) Following the commencement of construction, Developer shall, at its expense, Substantially Complete construction of the Stadium in accordance with, and subject to, the terms and conditions of this Agreement. Developer shall perform or provide, or shall cause to be performed or provided, all means, methods, techniques, sequences, procedures, equipment and labor necessary or appropriate to carry out and fully and finally complete the Stadium in accordance with this Agreement. Developer shall prosecute construction of the Stadium with diligence and continuity to completion, subject in all cases to Unavoidable Delays.

(b) If, after Developer has commenced construction, Developer fails to diligently prosecute construction of the Stadium, subject to Unavoidable Delays, and such failure

continues for thirty (30) consecutive calendar days after Developer's receipt of notice of such failure, the District shall, as its sole remedy under this Agreement, have the right (w) to enforce a collateral assignment of liquidated damages from the Contractor, (x) to realize against the Performance Assurance and use the proceeds thereof for the costs to construct the Stadium or, if applicable, to pay all or a portion of the Penal Sum in accordance with Section 14.2(i), (y) to pursue any remedies that may be available to the District under the Performance and Payment Bond and (z) to seek such equitable relief (either mandatory or injunctive in nature) as may be necessary to cause diligent and continuous prosecution of construction of the Stadium by Developer, it being understood that construction of the Stadium is a material inducement to the District to enter into this Agreement and monetary damages shall be inadequate to compensate the District for harm resulting from such failure; provided, however, the foregoing rights and remedies shall not preclude a Leasehold Mortgagee from exercising its rights or remedies under its Leasehold Mortgage.

(c) If a Leasehold Mortgagee shall reasonably request an intercreditor or subordination agreement to assure the orderly exercise of remedies and giving such Leasehold Mortgagee priority as to the exercise of remedies, the District shall execute and deliver such intercreditor or subordination agreement (any such agreement the District enters into with a Leasehold Mortgagee shall be referred to as the "Intercreditor Agreement"), provided that any provision in such an agreement that (i) materially increases the District's obligations under the Ground Lease or this Agreement, or (ii) other than by subordination, materially diminishes the District's rights under the Ground Lease or this Agreement, or (iii) other than by subordination, materially limits or impairs the District's remedies under the Ground Lease or this Agreement shall not be deemed reasonable, and accordingly, the District may decline to accept such provision(s).

8.4 Compliance with Applicable Laws, Land Use Approvals and Permits and Approvals. Developer shall construct the Stadium in accordance with Applicable Laws, the Land Use Approvals, and the Permits and Approvals. Further, construction of the Stadium shall be carried out pursuant to Plans and Specifications.

8.5 Utilities. Except as provided in Article V, from and after the commencement of construction of the Stadium, Developer, at its sole cost and expense, shall be responsible for handling all aspects associated with utilities affecting the Stadium including, without limitation, paying all costs, together with the applicable District sales tax, for receipt of utility services to, on or under the Stadium and the Land.

8.6 Davis-Bacon Act. The Developer shall comply the Davis-Bacon Act, if applicable.

8.7 Green Building Act. Developer shall be responsible for constructing the Stadium in compliance with the District of Columbia Green Building Act, as amended.

8.8 Apprenticeship Act. Developer shall comply or cause the Contractor to comply with the applicable requirements of the D.C. Apprenticeship Act, D.C. Law 2-156, as amended, and shall implement all applicable terms and conditions of the D.C. Apprenticeship Council's Rules and Regulations.

8.9 Substantial Completion of Construction of the Stadium.

(a) Subject to Unavoidable Delay, Developer shall achieve Substantial Completion of the Stadium by no later than March 1, 2018.

(b) To establish Substantial Completion of the Stadium, Developer shall furnish the District with the following:

(i) a certification of the Architect (certified to the District on the standard AIA Form of Certificate of Substantial Completion, AIA Form G 704), that it has examined the final Plans and Specifications and that, in its professional judgment, after diligent inquiry, construction of the Stadium has been Substantially Completed in accordance with the final Plans and Specifications and, as constructed, the Stadium complies in all material respects with the local building codes; and

(ii) copies of the temporary certificates of occupancy for substantially all of the portions of the Stadium for which certificates of occupancy are legally required, issued by DCRA.

8.10 Execution of Ground Lease. The Ground Lease shall be executed by the District and Developer on the Effective Date and attached hereto as **Exhibit C**; provided, however, that, like this Agreement, the Ground Lease shall be subject to the approval of the Council.

8.11 Economic Inclusion. With respect to development related contracts associated with or for the Stadium project (i.e., design, construction, etc.) entered into by the Developer, and as more fully provided in the Action Agreements, Developer shall use its best efforts to achieve the following goals: (i) at least fifty percent (50%) by value of all such contracts shall be awarded to businesses that have been certified by DSLBD; (ii) at least thirty-five percent (35%) by value of all such contracts shall be awarded to businesses that have been certified as small business enterprises by DSLBD; and (iii) at least twenty percent (20%) by value of all such contracts shall be awarded to businesses that have been certified as disadvantaged business enterprises by DSLBD. The Parties agree that the foregoing goals shall be incorporated into the CBE Utilization and Participation Agreement Developer shall enter into with DSLBD. Throughout the construction of the Stadium, Developer shall submit to the District Representative copies of any reports required to be submitted under the CBE Utilization and [illegible] Developer shall also submit to the District such other reports the District may from time-to-time require regarding the value of contracts awarded to CBEs (generally and by type of certification) in connection with the construction of the Stadium.

8.12 District Residents. Under the *First Source Employment Agreement Act of 1984*, as amended (D.C. Official Code §§ 2-219.01 *et seq.*)("**First Source Act**"), government-assisted construction projects that receive $5 million or more in government assistance are required to provide that: (i) at least 20% of journey worker hours by trade shall be performed by District residents; (ii) at least 60% of apprentice hours by trade shall be performed by District residents; (iii) at least 51% of the skilled laborer hours by trade shall be performed by District residents; and (iv) at least 70% of common laborer hours shall be performed by District residents. Developer shall comply or cause the Contractor to comply with the applicable provisions of the

First Source Act which shall be incorporated into the First Source Employment Agreement Developer executes with DOES. Throughout the construction of the Stadium, Developer shall submit or cause the Contractor to submit to the District Representative copies of any reports required to be submitted under the First Source Employment Agreement. Developer shall also submit or cause the Contractor to submit such other reports as the District may from time-to-time require regarding the employment of District residents in connection with the construction of the Stadium.

ARTICLE IX
COVENANTS OF THE DISTRICT AND DEVELOPER

9.1 Covenants of the District. The District covenants and agrees as follows:

(a) *Assistance to Developer.* The District shall provide Developer with reasonable assistance with respect to Land Use Approvals, Permits and Approvals and Certificates of Occupancy, and any other permits or approvals required from any agency or department of the District; provided that all applications for such Land Use Approvals, Permits and Approvals and Certificates of Occupancy, and any other permits and approvals are in compliance with Applicable Laws. The District makes no representation or warranty that its assistance or participation will assure the issuance of any Land Use Approvals, Permits and Approvals, Certificates of Occupancy, or and any other permits and approvals. Except as otherwise specifically provided in this Agreement, nothing in this Section shall require the District to incur any cost in providing assistance to Developer and the incurrence of any such costs shall be at the District's sole and absolute discretion.

(b) *Scheduled Performance.* The District shall perform in a timely manner, subject to Unavoidable Delay, all items identified in this Agreement as its responsibilities.

(c) *Designated Entertainment Area.* The District shall designate the Land as a Designated Entertainment Area pursuant to Chapter 8 of Title 13 of the District of Columbia Municipal Regulations.

(d) *Proposed Plans.* Subject to and in accordance with Applicable Laws, upon Developer's specific written request to the District, Developer shall be provided with any publicly available proposed plans for the development of any property within the area identified in **Exhibit Q** that are within the District's possession to permit Developer to provide Input regarding the operational impact that such proposed development may have on the Stadium. For the avoidance of doubt, the foregoing is not intended to and shall not provide Developer with any right of approval regarding development within the area identified in **Exhibit Q**.

(e) *Entertainment/Sports Area.* The District is also willing to examine the creation of an Entertainment/Sports Area that would include the Land and which would be designed to encourage and harmonize uses and design throughout the area identified in **Exhibit Q**.

(f) *Signage, Roads and Rights-of-Way.* The District shall (x) erect appropriate signage for pedestrian, bicycle and vehicular visitors to locate the Stadium and parking facilities serving the Stadium (including on or abutting Rt. 395), and (y) complete all

roads and rights-of-way that serve as a perimeter to the Land, the roadway and sidewalks on Potomac Avenue from South Capitol Street to the Land, and traffic signals and highway signage within a reasonable distance from the Land (which signage and signaling area will not extend north of M Street or east of First Street, S.E.), in both cases on or before the date the Developer achieves Substantial Completion, provided that such improvements along South Capitol Street need not be installed during periods in which South Capitol Street is under reconstruction and prior to the reconstruction of South Capitol Street, signage and similar improvements along South Capitol Street may be effected using interim or temporary solutions.

9.2 Covenants of Developer. Developer covenants and agrees as follows:

(a) *Maintenance of Entity.* Developer shall maintain its authority to transact business in the District of Columbia and its good standing under the laws of the District of Columbia.

(b) *Compliance with Law.* Developer will comply with all Applicable Laws to which it is subject, the failure to comply with which is reasonably expected to materially adversely affect the ability of Developer to perform its obligations under this Agreement. In connection with the construction and development of the Stadium, Developer shall use its Best Commercially Reasonable Business Efforts to cause the Contractor to comply, in all material respects, with all Applicable Laws. If Developer is notified or otherwise becomes aware that any construction work on the Stadium is in violation of Applicable Laws, Developer shall promptly use Best Commercially Reasonable Business Efforts to cause the Contractor to cure any such violation, provided that the foregoing shall not require the Developer to resort to judicial process.

(c) *Hazardous Materials.* Developer shall not cause any Hazardous Material to be brought on, kept or used in or about the Stadium Land except in compliance with all Environmental Laws. Developer, at its sole cost and expense except as provided in Section 6.2, shall comply with all Environmental Laws with respect to the construction of the Stadium and the operation of the Stadium Land and, from and after the commencement of construction of the Stadium, shall clean up, abate, take corrective action, remove, treat or in any other way remediate any Hazardous Materials in connection with the construction and development of the Stadium pursuant to this Agreement as may be required pursuant to any Environmental Law, except to the extent the District is otherwise required to do so under Articles IV, V and/or VI.

[redacted]

available administrative, legal or equitable remedy to obtain specific performance or other relief permitted thereunder. The occurrence of an Event of Noncompliance shall not be an Event of Default under Article XIII of this Agreement.

(f) *Anti-Discrimination.* Developer agrees that in any activities undertaken under this Agreement by it, Developer shall comply with the provisions of Title 2, Chapter 14 of the District of Columbia Code (D.C. Official Code §§ 2-1401.01 *et seq.*, as amended). Developer shall not deny, restrict or abridge or condition the use of, or access to, any of the facilities and services to any person otherwise qualified, for a discriminatory reason, based upon the race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, political affiliation, source of income or physical handicap of any individual.

(g) *Removal of Liens.* If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including, without limitation, tax liens, provided the underlying tax is an obligation of Developer by law or by a provision of this Agreement) is filed against the Stadium Land or any part thereof or Developer's leasehold interest therein arising from any act or omission of the Developer or Contractor or parties claiming by and through them, Developer shall, within forty-five (45) calendar days after Developer receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, however Developer, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any such lien, provided that Developer will notify the District in writing of any such contest and shall diligently and in good faith contest such liens.

(h) *Notice of Injury or Damage.* From the commencement of construction of the Stadium, Developer shall notify the District within thirty (30) calendar days of any occurrence at the Stadium Land of which Developer has written notice and which Developer believes could give rise to (i) a claim not covered by insurance and for a cost of $1,000,000 or more, or (ii) any claim exceeding $5,000,000 whether or not covered by insurance.

(i) *Litigation.* Developer shall furnish to the District notice of each action, suit or proceeding before any court or other governmental body or any arbitrator which in Developer's reasonable judgment could materially and adversely affect Developer's ability to fulfill its obligations under this Agreement no later than the tenth (10^{th}) Business Day after the service of process on Developer with respect to such suit or proceeding or Developer's otherwise obtaining knowledge thereof.

(j) *Signage Requirements.* If Developer shall post any signs at or near the site of the Stadium identifying any persons engaged in construction of the Stadium, Developer shall post one or more signs reasonably approved by the District that are visible to the public at the site of the Stadium which shall indicate that the Stadium project has been facilitated by the District. By approving any sign, the District make no representations or warranties that the sign complies with all applicable governmental requirements or that such signage may be installed on the Stadium or at the Stadium Land. Developer must comply with all applicable governmental requirements regarding the installation of signage at the Property.

(k) *Procurement of Materials and Supplies.* To the maximum extent reasonable, Developer will arrange to purchase or take delivery of construction materials and operating supplies in the District, such that if sales tax is payable on such transactions, the sales tax will be payable to the District.

ARTICLE X
INSURANCE, DAMAGE AND DESTRUCTION

10.1 Insurance Requirements. From the commencement of construction through Substantial Completion of the Stadium, Developer (or its Contractor or other applicable entity) shall maintain at all applicable times during the Term the insurances set forth below. From and after Substantial Completion, insurances shall be maintained as set forth in the Ground Lease. Prior to the commencement of construction, Developer shall provide a certificate that sets forth those insurances that are in place at that time. Developer hereby covenants to provide to the District upon request evidence that such other insurances as are required herein are in place at the times and in the amounts to satisfy the requirements of this Article X. In the event of any conflict between the requirements of this Agreement and the requirements of the Leasehold Mortgage, if the requirements of the Leasehold Mortgage are more stringent then they shall apply.

(a) *Liability Insurance.* Developer (or the Contractor or other applicable entity), at its sole cost and expense, shall carry or cause to be carried commercial general liability insurance with combined single limits protecting against liability for bodily injury, death, property damage and personal injury with respect to the Stadium Land and the operations related thereto, whether conducted on or off the Stadium Land in an amount of not less than Twenty-Five Million Dollars ($25,000,000) per occurrence with a general aggregate limit of not less than One Million Dollars ($1,000,000), and designating Developer as a named insured and the District as an additional insured. The insurance required by Section 10.1(a) shall also include business automobile liability insurance covering any owned, leased, non-owned or hired automobile or other motor vehicle used in connection with the Stadium with combined single limits for bodily injury and property damage in an amount not less than Five Million Dollars ($5,000,000) in any one accident.

(b) *Builders Risk Insurance.* Builder's Risk Insurance (standard "All Risk" or equivalent coverage that insures against earth movement to include subsidence, flood, windstorm and terrorism) on the building and materials on a replacement cost basis covering equipment and all Stadium related areas, including contractors' supplies, tools and equipment, as well as, materials, equipment and supplies owned by Developer and stored off-site. This insurance shall include the interests of the District and the Contractor in the construction work. This policy shall afford coverage at least equivalent to an "all-risk" builder's risk policy form as customarily defined within the insurance industry. If Developer elects to insure Developer's personal property used in connection with the Stadium, the replacement value of such personal property shall be subject to the policy limits required by this Section.

(c) *Workers' Compensation Insurance.* Developer shall procure and carry Statutory Workers' Compensation and Disability Benefits Insurance and any other insurance required by law covering all persons employed by Developer, and shall cause the Contractor to

procure and carry, and cause its subcontractors to procure and carry, Statutory Workers' Compensation and Disability Benefits Insurance (unless and to the extent provided by such other parties), including Employers Liability coverage, all in amounts not less than the statutory minimum, except that Employers Liability coverage shall be in an amount of not less than One Million Dollars ($1,000,000.00) each accident.

(d) *Contractor's Pollution Legal Liability.* Developer (or the Contractor or other applicable entity), at its sole cost and expense, shall carry or cause to be carried a contractor's pollution legal liability policy of at least Three Million Dollars ($3,000,000) for the duration of the construction of the Stadium and for a period of three (3) years after Substantial Completion of the Stadium. In addition, any subcontractors involved in the abatement and/or disposal of hazardous materials shall maintain a contractor's pollution legal liability insurance policy of at least Three Million Dollars ($3,000,000) for the duration of the construction of the Stadium and for a period of three (3) years after Substantial Completion of the Stadium, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the construction of the Stadium and for a period of three (3) years after Substantial Completion of the Stadium.

10.2 Treatment of Proceeds.

(a) Proceeds of Casualty Insurance in General. Insurance proceeds payable with respect to a property loss shall be payable to Developer or any Leasehold Mortgagee.

(b) Cooperation in Collection of Proceeds. Developer and the District shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of a loss if so requested by Developer.

10.3 General Provisions Applicable to All Policies.

(a) *Insurance Companies.* All of the insurance policies required by this Article X shall be procured from companies in good standing with the District Department of Insurance, Securities and Banking; licensed or authorized by the Department of Insurance, Securities and Banking to do business in the District; having agents upon whom service of process may be made in the District; and have a rating in the latest edition of "Best's Key Rating Guide" of "A-/Class:VII" or better or another comparable rating reasonably acceptable to the District, considering market conditions.

(b) *Required Certificates.* Certificates of insurance evidencing the issuance of all insurance required by this Article X, describing the coverage and providing for ten (10) calendar days prior notice to the District by the insurance company of cancellation or termination, shall be delivered from time to time by Developer to the District within a reasonable period of time after the District's reasonable request therefor. Each insurance policy shall be issued by or on behalf of the insurance company and shall bear the original signature of an officer or duly authorized agent having the authority to issue the certificate. The insurance company issuing the insurance also shall deliver to the District, together with the certificates, proof reasonably satisfactory to the District that the premiums for each policy are not then overdue. In addition, Developer shall deliver to the District an entire duplicate original or a copy

(certified by Developer to be true, complete and correct) of each issued policy within a reasonable period of time after the District's request therefor.

(c) *Compliance With Policy Requirements.* Developer shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by this Article X, and Developer shall perform, satisfy and comply with, or cause to be performed, satisfied and complied with, all conditions, provisions and requirements of all insurance policies.

(d) *Required Insurance Policy Clauses.* Each policy of liability insurance required to be carried pursuant to the provisions of Sections 10.1(a), (b) and (d) shall contain a clause designating the District as an additional insured, as its interests may appear (but not a loss payee).

(e) *Defective Certificates.* Following receipt of any certificate of insurance from Developer, the District may notify Developer in writing that, in the reasonable opinion of the District, the insurance represented thereby does not conform to the requirements of this Article X either in respect of the amount or in respect of the insurance company or for any other reason, and Developer shall have (i) fifteen (15) calendar days in which to cure any such defect in respect of amount and (ii) thirty (30) calendar days to cure any other defect in respect of such insurance.

(h) *Other Obligations of Developer.* Compliance by Developer with the requirements of this Article X shall not relieve Developer of any liability in excess of the insurance coverage provided under any insurance policy or of Developer's liability and obligations under any other provision of this Agreement, nor shall it preclude the District from asserting its indemnity rights under this Agreement.

(i) *Waiver of Subrogation.* To the extent of proceeds that have been paid out by reason of any liability arising out of damage that is covered by the insurance required by this Agreement, Developer hereby releases the District.

10.4 No Representation as to Adequacy of Coverage. The requirements set forth herein with respect to the nature and amount of insurance coverage to be maintained or caused to be maintained by Developer hereunder shall not constitute a representation or warranty by the District or Developer that such insurance is in any respect adequate.

10.5 Notice to District. If the Stadium is damaged or destroyed in whole or in any material part by fire or other casualty, prior to Substantial Completion, Developer shall notify the District of the same, and of the estimated amount of such casualty loss, as soon as reasonably possible after Developer's discovery of same.

10.6 Effect of Casualty on Agreement. This Agreement shall not terminate, be forfeited or be affected in any manner (other than the adjustment of the dates by which Substantial Completion of the Stadium and other pertinent milestones have to be achieved in Section 14.2), by reason of damage to, or total or partial destruction of, or untenantability of, the Stadium or any part thereof resulting from such damage or destruction, and the District's and Developer's obligations hereunder shall continue as though the Stadium had not been damaged

or destroyed and shall continue without abatement, suspension, diminution or reduction whatsoever and Developer shall restore the Stadium to its state prior to the casualty, except that the dates by which Substantial Completion of the Stadium and other pertinent milestones are to be satisfied shall be equitably adjusted in the event of a casualty.

ARTICLE XI
ASSIGNMENT

11.1 Developer's Right to Assign or Transfer.

(a) Developer represents and warrants and, except as expressly permitted herein, covenants and agrees that, prior to Substantial Completion of the Stadium, Developer shall not make or create, or suffer to be made or created, any Assignment of Developer's interest in this Agreement without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

(b) Notwithstanding anything to the contrary contained in this Section 11.1 or elsewhere in this Agreement, Section 11.1(a) shall not apply to and the District's consent shall not be required for: (i) a Foreclosure Transfer, (ii) the execution of a Leasehold Mortgage; or (iii) the collateral assignment of any interest in any FF&E, Building Equipment or other tangible personal property used in connection with the Stadium in connection with any financing thereof.

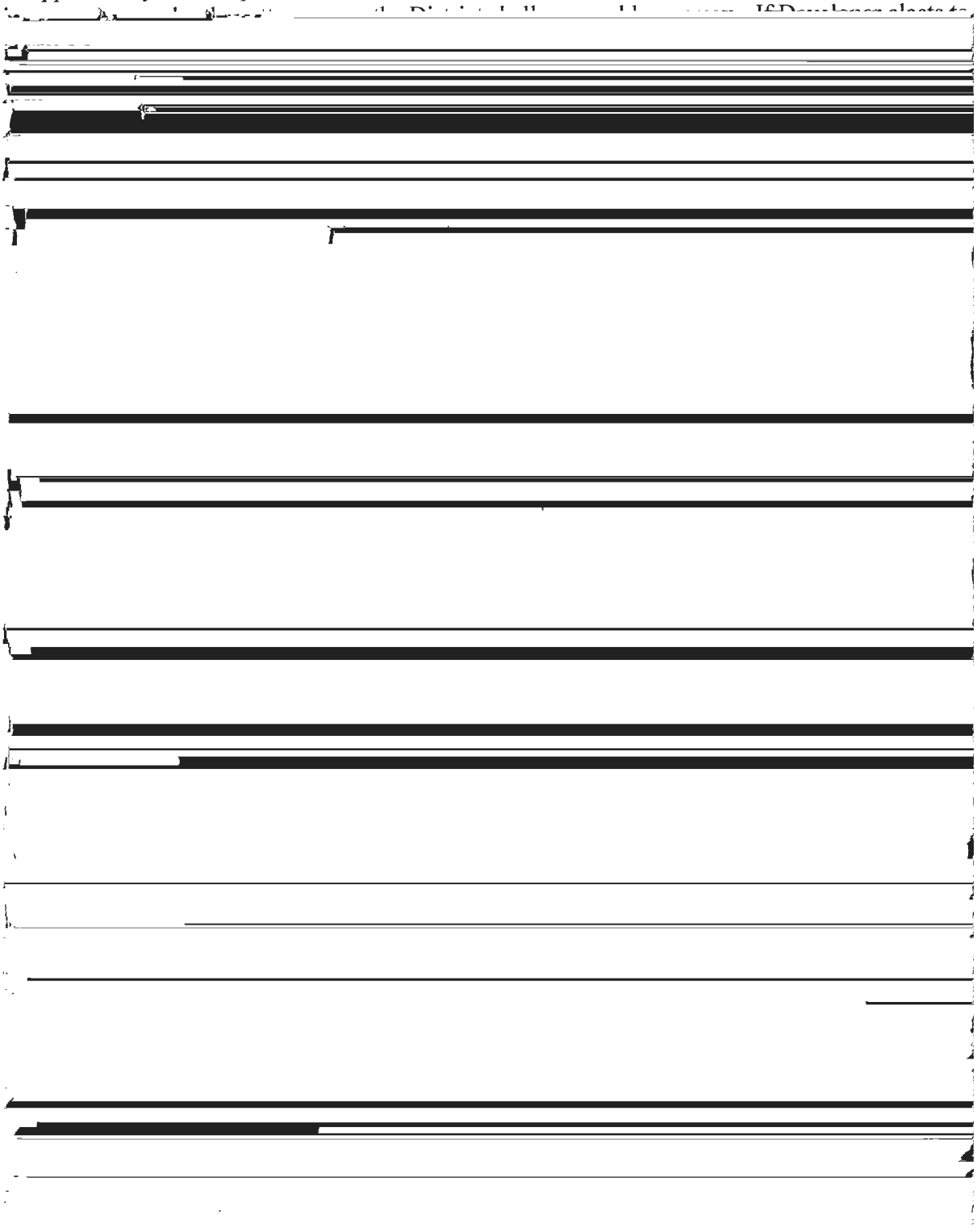
ARTICLE XII
EXCULPATION AND INDEMNITY

12.1 Exculpation. Other than the District, none of the District Indemnified Parties shall have any liability (personal or otherwise) arising from or in connection with this Agreement or development and construction of the Stadium except for fraud or willful misconduct.

12.2 Indemnification. From and after the commencement of construction of the Stadium and subject to Section 12.4 below, the District Indemnified Parties shall not be liable to Developer or any of its Affiliates for, and Developer shall defend, indemnify and hold the District Indemnified Parties harmless from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from any injury (whether physical (including, without limitation, death), economic or otherwise) to Developer or to any other Person in, about or concerning the Stadium or the Stadium Land or any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Stadium or the Stadium Land, irrespective of the cause of injury, damage or loss (including, without limitation, that caused by any construction work on the Stadium or rising from or associated with any violation of the Environmental Laws by Developer) or any latent or patent defects in the Stadium or on the Stadium Land, except to the extent any of the foregoing is due directly to the fraud or willful misconduct of any of the District Indemnified Parties. The obligations of Developer under this Section 12.2 shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to Workers' Compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Stadium.

12.3 Defense of Claim, Etc.

(a) If any claim, action or proceeding is made or brought against any District Indemnified Party by reason of any event to which reference is made in Section 12.2, then, upon demand by the District or such District Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in the Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by



(a) if an Assignment occurs in violation of the conditions stated in this Agreement and such violation is not cured within thirty (30) days after notice by the District;

(b) if Developer admits, in writing, that it is generally unable to pay its debts as such become due;

(c) if Developer makes an assignment for the benefit of creditors;

(d) if Developer files a voluntary petition under Title 11 of the United States Code, or if Developer files a petition or an answer seeking, consenting to any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, District, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any substantial part of its properties, or of all or any part of Developer's interest in the Stadium, the Ancillary Developments or the Land, and the foregoing are not stayed or dismissed within one hundred eighty (180) calendar days after such filing or other action; or

(e) if, within one hundred eighty (180) calendar days after the commencement of a proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, District, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within one hundred eighty (180) calendar days after the appointment, without the consent of Developer, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any substantial part of its properties, or of all or any part of Developer's interest in the Stadium or the Stadium, such appointment has not been vacated or stayed on appeal or otherwise, or if, within one hundred eighty (180) calendar days after the expiration of any such stay, such appointment has not been vacated.

13.2 Remedies to Events of Default. If any Event of Default occurs and is continuing the District may, subject to the Intercreditor Agreement, take any one or more of the following remedial steps:

(a) enforce its rights, if applicable, under Section 8.3(b)(x);

(b) seek enforcement of Developer's obligations hereunder by any equitable remedies, such as specific performance or injunction;

(c) pursue any remedies that may be available to the District under the Performance and Payment Bond;

(d) suspend its performance under this Agreement; or

(e) terminate this Agreement.

13.3 Rights and Remedies Cumulative. Except as otherwise expressly set forth herein, the rights and remedies of the Parties under this Agreement, whether provided by law, in equity, or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise of any other remedies for the same such default or breach.

13.4 Assignment of Plans and Specifications; Instruments of Service.

(a) If the District terminates this Agreement as a result of an Event of Default or pursuant to Section 14.2 or if the District elects, subject to the Intercreditor Agreement, to exercise any right it may have to construct the Stadium, effective upon such termination or the exercise of such right, Developer shall transfer and assign to the District, subject to the priority rights of a Leasehold Mortgagee, all of Developer's right, title and interest in and to all of Developer's Plans and Specifications, permits, completion bonds in favor of Developer, sewer permits and tap fees, utility deposits and all other contracts, agreements, permits and authorizations in any way related to the development and construction of the Stadium. Such assignment shall vest automatically without further written documentation, and shall be free of liens and any claims for payment; provided, however, Developer does not make and shall not be deemed to make any representations and warranties with respect to any of the plans, drawings, bonds, permits or other documents assigned to the District under this Section 13.4.

(b) The Plans and Specifications and other documents and electronic data furnished by Developer to the District under this Agreement or prepared by or on behalf of Developer are deemed to be "Instruments of Service". Developer shall obtain nonexclusive, perpetual licenses for all Instruments of Service prepared for it in connection with the Stadium. Developer hereby collaterally assigns to the District all common law, statutory and other reserved rights, including ownership, licenses, and copyright interests, whether now owned or hereafter acquired in the Instruments of Service with respect to the Stadium, whether owned directly by Developer or obtained by assignment. In the event the Ground Lease is terminated (if and to the extent expressly provided therein, or as provided in Section 14.3 below) or if the District exercises remedies under Section 13.4(a), the District may use all Instruments of Service for construction of the Stadium and for its normal and customary maintenance including for information purposes in connection with future alterations, renovations or expansions of the Stadium.

(c) In the event the District terminates this Agreement prior to the completion of the Stadium, the District may, subject to the Intercreditor Agreement, use the Instruments of Service to complete the Stadium; provided, however, that the District shall not use the Plans and Specifications and other Instruments of Service for execution of any project other than that which is the subject of this Agreement.

13.5 Mediation; Arbitration of Disputes.

(a) The Parties shall attempt in good faith to resolve any dispute, controversy or claim between them, whether framed in contract, tort or otherwise, arising out of this Agreement by negotiations between senior representatives of each Party who have the authority to act and who will promptly meet for negotiations to settle the dispute. If the matter has not [illegible] within seven (7) Business Days from the referral to the senior representatives

(each a "**Dispute**"), any Party may submit the Dispute to arbitration in accordance with Section 13.5(b).

(b) All Disputes between the Parties arising out of this Agreement shall be resolved not by litigation but rather by binding arbitration ("**Arbitration**") in the District of Columbia before a panel of three (3) independent arbitrators comprised of an individual designated by each Party and an individual mutually agreeable to both Parties or selected pursuant to the rules of the American Arbitration Association if the Parties cannot agree as to the third arbitrator. The arbitration shall be under the auspices and pursuant to the Commercial Arbitration Rules of the American Arbitration Association, provided any such Dispute regarding real estate development or construction matters shall be governed by the Construction Industry Arbitration rules then in effect, and any Dispute(s) regarding other matters shall be governed by the Commercial Arbitration Rules then in effect. The Arbitration hearing will be scheduled so that it is concluded within thirty (30) days from the date of the filing of the Arbitration and the panel shall render its decision within fourteen (14) days after the closing of the hearing. Arbitrators will be chosen under the usual procedures and from the usual panels of the American Arbitration Association, except that none of the arbitrators shall have performed, directly or indirectly, a material amount of work for either Party within the five (5)-year period immediately preceding the date of their selection. Issues determined by Arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect. Each Party shall bear its own costs relating to the Arbitration, except that the Arbitration panel shall have the authority to award attorneys' fees in the event the non-prevailing part's position immediately prior to the arbitration is found to be unreasonable by the arbitrators. The costs and fees of the panel and the fees to the American Arbitration Association shall be borne equally by the Parties. The remedies available to the District shall, subject to the Intercreditor Agreement, include any remedies that may be available under the Performance and Payment Bond and/or the Letter of Credit.

ARTICLE XIV
TERMINATION FOR REASONS OTHER THAN AN EVENT OF DEFAULT

14.1 Scheduled Termination. Other than the obligations, if any, of Developer or the District that expressly survive termination of this Agreement, this Agreement shall automatically terminate and be of no further force and effect on the date that the Stadium is Substantially Complete, and the District and Developer shall each execute such documents as may be reasonably required to evidence such termination. The operation of the Stadium and the Land shall be governed by the terms and conditions of the Ground Lease.

14.2 Failure to Achieve Outside Performance Dates.

(a) In accordance with the terms and conditions of this Agreement, the following tasks and objectives are to be achieved within the timeframes specified below, subject to Unavoidable Delay (unless otherwise indicated herein) (the "**Outside Performance Dates**"):

(1) The District shall have Site Control of the Land by March 31, 2015 in accordance with Section 3.1(a);

(2) The Parties shall mutually agree by June 1, 2015 on (A) a development option addressing the Pepco High Voltage Lines in accordance with Section 5.4 and (B) a Voluntary Clean-Up Plan pursuant to Section 6.2(a);

(3) The District shall have (A) accomplished the District's Pre-Construction Infrastructure Obligations in accordance with Section 3.1, (B) demolished the Demolition Structure in accordance with Section 6.2(a), and (C) completed the Voluntary Clean-Up Plan in accordance with Section 6.2(a) by March 1, 2016;

(4) Developer shall have advanced the design of the Stadium to at least the development design drawings level by March 1, 2016, in accordance with Section 7.2(f);

(5) Developer shall have obtained the Land Use Approvals by March 1, 2016, in accordance with Section 7.5(d);

(6) Developer shall have entered into a definitive Construction Contract for the Stadium by July 1, 2016 in accordance with Section 7.4(a); and

(7) The Stadium shall be Substantially Complete and ready for commercial operation by March 1, 2018 in accordance with Section 8.9(a).

(b) If the District fails to accomplish the obligation specified in Sections 3.1(a) and 14.2(a)(1) to have Site Control of the Land by March 31, 2015, Developer shall have the right to terminate this Agreement by providing written notice to the District prior to the District accomplishing this obligation.

(c) In the event that the Feasibility Studies and any studies undertaken by Developer reasonably evidence to Developer that the Stadium cannot be constructed for less than 110% of the Projected Stadium Budget, Developer shall have the right prior to April 15, 2015 to terminate this Agreement in accordance with Section 6.1.

(d) If the Parties have not mutually agreed by June 1, 2015 on (i) a development option addressing the Pepco High Voltage Lines in accordance with Section 5.4 and (ii) a Voluntary Clean-Up Plan in accordance with Section 6.2(a), either Party shall have the right to terminate this Agreement by providing written notice to the other;

(e) If the District fails to accomplish the District's Pre-Construction Infrastructure Obligations, by March 1, 2016, the District shall pay or shall cause the Washington Convention and Sports Authority to waive the Facility Fee currently being paid by DC Soccer for its use of Robert F. Kennedy Memorial Stadium until the District Pre-Construction Infrastructure Obligations have been accomplished or until Developer has terminated this Agreement in accordance with Section 14.2(e). This amount shall not be subject to the District's Development Cost Cap.

(f) If the District fails to accomplish the District's Pre-Construction Infrastructure Obligations by December 31, 2016, the District and Developer shall each have the right to terminate this Agreement by providing written notice to the other Party prior to the District accomplishing these obligations.

(g) If Developer fails to accomplish the obligations specified in Section 14.2(a)(4)-(6) by March 1, 2018, the District and the Developer shall each have the right to terminate this Agreement by providing written notice to the other prior to Developer accomplishing these obligations, provided that if the Developer is proceeding in good faith and using Best Commercially Reasonable Business Efforts to accomplish all such obligations, the District shall not terminate this Agreement.

(h) If Developer fails to make good faith efforts to accomplish the obligations specified in Section 14.2(a)(4)-(6) and the Developer fails to remedy such failure within six (6) months of receiving notice of such failure from the District, the District shall have the right to terminate this Agreement by providing written notice to Developer prior to Developer accomplishing these obligations.

(i) If the District has accomplished the District's Preconstruction Infrastructure Obligations in accordance with Section 3, demolished the Demolition Structures in accordance with Section 6.2(a) and completed the Voluntary Clean-Up Plan in accordance with Section 6.2(a) by March 1, 2016, but the Stadium is not Substantially Complete by March 31, 2021, the District shall, subject to the Intercreditor Agreement, be entitled to terminate the Ground Lease and to recover from Developer as liquidated damages an amount equal to Five Million Dollars ($5,000,000.00) (the "**Penal Sum**"); provided, however, the District shall not be entitled to recover the foregoing liquidated damages from Developer if Developer demonstrates that either (a) Developer has spent at least Four Million Five Hundred Thousand Dollars ($4,500,000) in construction costs (taking into consideration its out-of-pocket hard costs and half of its soft costs paid to third parties) related to the Stadium, or (b) DC Soccer has suffered an operating loss of Eighteen Million Dollars ($18,00,000) or more during the time period between July 25, 2014 and March 31, 2021. The District shall, subject to the Intercreditor Agreement, be entitled to realize on the Performance Assurance to pay the Penal Sum.

14.3 Effect of Termination. If this Agreement terminates pursuant to Section 14.1 or Section 14.2, the Parties shall have no further rights or obligations hereunder or under the Ground Lease (or the "No-Relocation Covenant" defined in the Ground Lease), except those rights or obligations that by the express terms survive termination of this Agreement, and no action, claim or demand may be based on any term or provision of this Agreement or under the Ground Lease (or the "No-Relocation Covenant" defined in the Ground Lease), other than those provisions expressly provided to survive such termination.

14.4 District Failure to Perform. In the event the District fails to perform any of its obligations under this Agreement (including failure by reason of non-appropriation) and the Developer expends money to perform such obligations, and if the Developer has not terminated this Agreement and the Ground Lease in accordance with Section 14.3 above, the Developer shall be entitled to recoup such amounts, together with interest on the un-recouped amount(s) from time to time at an annual compound rate of ten percent (10%) by offset against Additional Rent otherwise payable under the Ground Lease, in accordance with Section 5.2 of the Ground Lease.

ARTICLE XV
GOVERNMENTAL LIMITATIONS

15.1. Anti-Deficiency Limitations. The following limitations exist as to each and every purported obligation of District set forth in this Agreement, whether or not expressly conditioned:

(a) The obligations of the District to fulfill financial obligations pursuant to this Agreement or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the District is a party) are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for the payment of any of its obligations under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(b) District agrees to exercise in a timely manner all lawful authority (including seeking appropriations) available to it to satisfy the financial obligations of the District that may arise under this Agreement. During the term of this Agreement, the Mayor of the District of Columbia shall include in the budget application submitted to the Council for each fiscal period the amount necessary to fund the District's known potential financial obligations (including a reserve for contingencies as reasonably determined by District) under this Agreement for such fiscal period. In the event that (i) a request for such appropriations is excluded from the budget approved by the D.C. Council and submitted to Congress by the President for the applicable fiscal year, or if no appropriation is made by Congress to pay for District's Obligations under this Agreement for any period after the fiscal year for which appropriations have been made, and (ii) appropriated funds are not otherwise lawfully available for such purposes, the District will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation, the District shall promptly notify Developer. This Agreement shall continue in full force and effect, and the District will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation. Developer may fund any non-appropriated amount and offset the same against Additional Rent under the Lease, as provided in Section 6.4 of the Lease and the Developer may exercise any other remedy available to it under the Development Agreement as a consequence of such District non-appropriation except seeking to compel such expenditure.

(c) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a District Default.

(d) This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by D.C. Council and by Act of Congress and is lawfully

available.

(e) It is specifically understood and agreed that a failure to obtain appropriated funds in accordance with, and subject to the requirements of, this Section 15.1 shall not constitute a District Default.

ARTICLE XVI
GENERAL PROVISIONS

16.1 Limitation of Rights. With the exception of any rights herein expressly conferred, nothing in this Agreement is intended or shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions hereof. Notwithstanding anything in this Agreement to the contrary, the liability of Developer for performance of its obligations hereunder shall be limited to the assets of Developer, and none of the partners, Affiliates, members, principals or employees of Developer shall have any liability whatsoever for performance or nonperformance of Developer's obligations hereunder, and District, on behalf of itself and its successors and assigns, agrees to look only to the assets of Developer or the assets of any Person who succeeds to the rights of Developer hereunder, and not to any of Developer's partners, Affiliates, members, principals or employees for performance or satisfaction of any of Developer's obligations hereunder, including any judgment relating thereto; provided, however, that nothing in this Section 16.1 shall limit the District's right to realize against the Performance Assurance.

16.2 Notices. All notices, demands, approvals, consents, directions, certificates or other communications hereunder shall be in writing, addressed to the appropriate Notice Address, and delivered by certified mail (return receipt requested, postage pre-paid), by hand, or by nationally recognized overnight commercial courier service or by facsimile with proof of receipt (with a copy to follow by U.S. Mail). Notices which shall be served in the manner aforesaid shall be deemed to have been received for all purposes hereunder at the time such notice shall have been: (i) if hand delivered to a party against receipted copy, when the copy of the notice is receipted; (ii) if given by nationally recognized overnight delivery service, on the next business day after the notice is deposited with the overnight delivery service; or (iii) if given by certified mail, return receipt requested, postage prepaid, on the date of actual delivery or refusal thereof. If notice is tendered under the terms of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been received and shall be effective as of the date provided in this Agreement.

16.3 Waiver. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, duty, agreement, term or condition. Any party by giving notice to another party may, but shall not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

16.4 Effect of Granting or Failure to Grant Approvals or Consents. All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. All consents and approvals which may be given by a party under this Agreement shall not (except as otherwise provided in this Agreement) be unreasonably withheld, conditioned or delayed by such party and the Parties shall use good faith efforts to give or deny any consent or approval within the time period provided. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for such act or any other act. All reviews, approval and consents by the District under the terms of this Agreement are for the sole and exclusive benefit of Developer and no other person or party shall have the right to rely thereon. Developer's sole remedy for the District withholding or conditioning its consent shall be an equitable action in mandamus to compel such consent if it were determined that such consent had been unreasonably withheld, conditioned or delayed.

16.5 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The headings of the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

16.6 Relationship of Parties. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the District shall not be deemed or constituted partners or joint venturers of Developer, and Developer shall not be the agent of the District nor have any authority, express or implied, by implication or otherwise, to enter into contracts on behalf of or otherwise in any way bind the District, and the District shall not be responsible for any debt or liability of Developer.

16.7 Applicable Law. The laws of the District of Columbia shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law principles.

16.8 Binding Effect; Permitted Assignee. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the District and Developer and, except as otherwise provided herein, their respective permitted successors and permitted assigns. Nothing in this Agreement shall confer upon any Person, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement, provided, however, that DC Soccer and each Leasehold Mortgagee shall be a third-party beneficiary hereunder to the extent such Leasehold Mortgagee is granted rights hereunder.

16.9 Further Assurances. The Parties agree to execute such documents, and take such action, as shall be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

16.10 Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not

invalidate, render unenforceable or otherwise affect any other provision hereof, unless this construction would operate as an undue hardship on the District or Developer or would constitute a substantial deviation from the general intent of the parties as reflected in this Agreement.

16.11 Joint Preparation. Each of the District and Developer acknowledges that it has thoroughly read and reviewed this Agreement, including all Exhibits and attachments thereto, and has sought and received whatever competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein. The language of this Agreement has been agreed to by the Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto.

16.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16.13 Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated into and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Ground Lease, this Agreement shall prevail.

16.14 Survival. The indemnity obligations of Developer under Article XII and any other provisions of this Agreement which expressly provide for survival shall survive any termination of this Agreement.

16.15 Entire Agreement. This Agreement (including the Exhibits annexed hereto and made part hereof) and any document delivered pursuant to this Agreement collectively contain all the agreements and understandings between the District and Developer relative to the transactions contemplated herein and thereby and there are no agreements or understandings, oral or written, expressed or implied, between them with respect thereto other than as herein set forth or expressly referenced herein and made a part hereof.

16.16 Amendments and Supplements. This Agreement may not be amended or supplemented except by a writing signed by all the Parties. Any deadline established in this Agreement may be extended by mutual written agreement.

16.17. Good Faith, Fair Dealing and Input. Each Party assumes a duty of good faith and fair dealing in the performance of its obligations and the enforcement of its rights under this Agreement. Unless specifically otherwise provided: (i) whenever a consent or approval is required from a Party under this Agreement, the consent or approval shall not be unreasonably withheld, conditioned or delayed; (ii) whenever a Party is required to make a determination under this Agreement, the determination shall be made reasonably, in good faith and without unreasonable delay; and (iii) whenever Input is called for, the Persons giving Input shall be given timely and meaningful opportunity to do so. A Party receiving Input shall take the Input into account, but shall not be required to follow any recommendations or advice received as part of the Input. Unless otherwise agreed in writing, the Persons giving Input shall not be responsible for decisions made based on the Input and shall have no liability as a result of the Input.

16.18 Major League Baseball Rules and Regulations. Developer represents that, as of the

policies, bulletins or directives of Major League Soccer. All consents, approvals, and other actions of Major League Soccer required for the execution and performance of this Agreement have been obtained prior to the execution hereof.

16.19. Confidentiality. The following provisions are applicable to requests filed under the District of Columbia Freedom of Information Act of 1976, as amended (D.C. Official Code §§ 2-531 *et seq.*) ("**DCFOIA**") or any similar applicable law for information regarding this Agreement or any communications, documents, agreements, information or records with respect to this Agreement:

(a) *Non-Disclosure.* Communications, documents, agreements, information and records that qualify as "**Confidential Information**" under DCFOIA or other Applicable Law provided to the District by Developer under or pursuant to this Agreement shall be maintained by the District as confidential, and the District shall not disclose such information to any Persons other than the appropriate attorneys, accountants, consultants, auditors and employees of the District.

(b) *Acknowledgment; Requests for Disclosure.* As required by the terms of this Agreement, Developer shall provide to the District certain documentation and information, the disclosure thereof could cause substantial harm to the competitive position of Developer. The District acknowledges and agrees that Developer will be considered as the "submitter" of such documentation and information for purposes of the DCFOIA. Accordingly, if a Person files a request under the DCFOIA or any similar applicable law for any such documentation or information (a "**Request**"), the District shall promptly, and in any event not more than five (5) days following the receipt of the Request, notify Developer of the Request and allow Developer a sufficient, and not less than a reasonable, period of time (and, in any event, prior to the disclosure of any documentation or information ("**Requested Information**") that would be

[redacted]

reference to this Agreement; provided, however, that Developer's failure to mark any document shall not foreclose Developer from asserting that a document should be designated as Confidential Information.

(d) *Certain Required Disclosures.* Nothing in this Agreement shall limit or restrict the District from disclosing, to the extent required by Applicable Law, any information, communication, or record to the United States Congress, the Council, the District of Columbia Inspector General or the District of Columbia Auditor; provided that the District shall use all reasonable measures to prevent further dissemination of such information to the extent such information is Confidential Information.

16.20. Project Labor Agreement. The District has executed that certain project labor agreement dated as of September 10, 2013 relating to, inter alia, the development of the Stadium, a copy of which is attached hereto as **Exhibit R**. Consistent with the side letter dated September 10, 2013, executed by the Parties, Developer covenants and agrees that any definitive construction contract for the Stadium shall expressly require that the construction manager or any other entity engaged to construct the Stadium execute the PLA or provide a letter of assent agreeing to be bound by the PLA.

16.21. Council Approval. The Parties acknowledge and agree that this Agreement and the Ground Lease attached as **Exhibit C** shall not be effective unless the Council approves the transactions contemplated hereby and thereby by the enactment of the Stadium Act). If the Council fails to approve this Agreement and the Ground Lease, the Parties agree that this Agreement and the Ground Lease and the negotiations surrounding them shall not create or give rise to any contractual or other legally enforceable rights, obligations or liabilities of any kind on the part of either the District or Developer. Promptly following the enactment of the Stadium Act, the Parties shall determine if an amendment to this Agreement or the Ground Lease is required to adjust any of the dates established herein or therein or if any other technical amendments are required that do not materially alter the substantive terms of this Agreement or the Ground Lease in light of the date the Stadium Act became law or any of its terms.

16.22 MLS Supremacy.

(a) Anything to the contrary notwithstanding herein contained, this Agreement and the obligations of the Developer hereunder and under any agreement referred to herein shall be and are in all respects subordinate to the Rules and Regulations, as amended from time to time.

(b) In the event that the rights or remedies of the District under this Agreement or the Ground Lease are materially impaired as a result of the application of foregoing provision, the provisions of the Ground Lease (including, but not necessarily limited to, the Rent payable thereunder) shall be equitably adjusted so as to compensate the District for such increased risk as such impairment may cause.

[Signatures appear on the following page.]

IN TESTIMONY WHEREOF, the District and DC Stadium, LLC have caused this Development Agreement to be signed as of the first date hereinabove mentioned.

DISTRICT OF COLUMBIA

By: _____

Approved for Legal Sufficiency:
Office of the Attorney General for the District of Columbia

By: _____
Susan C. Longstreet, Esquire
Deputy Attorney General - Commercial Division

DC STADIUM LLC, a Delaware limited liability company

By: _____
Name:
Title:

IN TESTIMONY WHEREOF, the District and DC Stadium, LLC have caused this Development Agreement to be signed as of the first date hereinabove mentioned.

DISTRICT OF COLUMBIA

By: Vincent C. Gray

Approved for Legal Sufficiency:
Office of the Attorney General for the District of Columbia

By: Susan C. Longstreet
Susan C. Longstreet, Esquire
Deputy Attorney General - Commercial Division

DC STADIUM LLC, a Delaware limited liability company

By: _____
Name:
Title:

IN TESTIMONY WHEREOF, the District and DC Stadium, LLC have caused this Development Agreement to be signed as of the first date hereinabove mentioned.

DISTRICT OF COLUMBIA

By: _____

Approved for Legal Sufficiency:
Office of the Attorney General for the District of Columbia

By: _____
Susan C. Longstreet, Esquire
Deputy Attorney General - Commercial Division

DC STADIUM LLC, a Delaware limited liability company

By: _____
Name: Jason Levien
Title: Managing General Partner

Exhibit A

Pepco Substation

EXHIBIT A

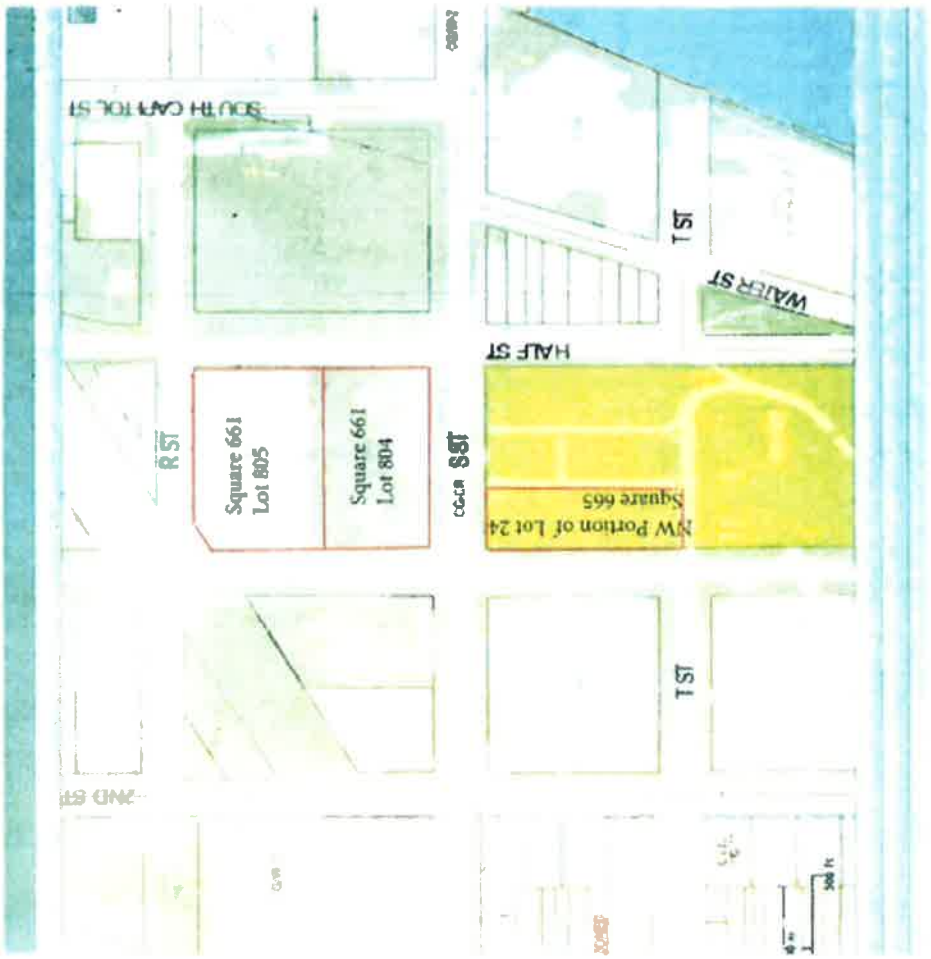


Exhibit B

Land

Exhibit B-1

Stadium Land

EXHIBIT B

Exhibit B-2

Adjacent Land

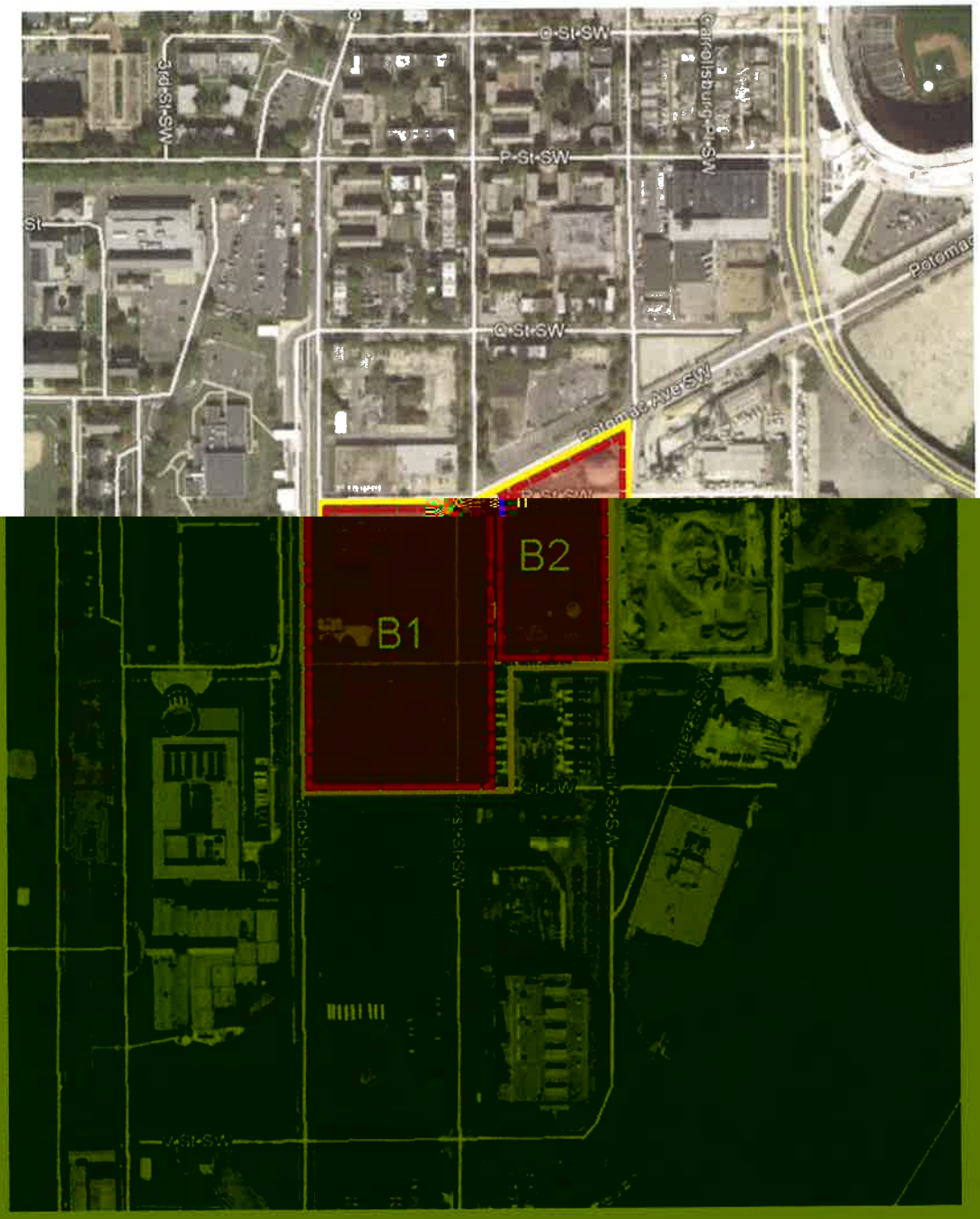


EXHIBIT B

Exhibit C

Ground Lease

Exhibit D

Approved Conceptual Design

To be Attached in Accordance with Section 7.2

Exhibit E

CBE Utilization and Participation Agreement

To be Attached Prior to Commencement of Construction

Exhibit F

Permitted Encumbrances

To be Attached in Accordance with Section 3.1(f)

Exhibit G

First Source Employment Agreement

To be Attached Prior to Commencement of Construction

Exhibit H

Projected Stadium Budget

DC UNITED - NEW STADIUM BUZZARD POINT
PROJECTED BUDGET

BUDGET CATEGORY		EST. COST
SITE DEVELOPMENT	$	2,250,000
DESIGN & PROFESSIONAL SERVICES	$	7,757,500
LEGAL & GOVERNMENTAL SERVICES	$	1,050,000
PROJECT ADMINISTRATION	$	3,754,000
CONSTRUCTION	$	109,300,000
SYSTEMS & EQUIPMENT	$	10,000,000
PERMITS, TESTING, FEES	$	4,668,450
INSURANCE & TRANSACTIONAL COSTS	$	2,076,500
START-UP EXPENSES	$	750,000
PRE-OPENING EXPENSES	$	1,400,000
TOTAL PROJECT COSTS (subtotal)	**$**	**143,006,450**
CONTINGENCY	$	7,651,000
ESTIMATED TOTAL PROJECT COSTS	**$**	**150,657,450**

BUDGET ALLOCATION		
HARD COSTS (anticipated GMP Value)	$	118,244,000
SOFT COSTS	$	32,413,450

Exhibit I

Stadium Budget

To be Attached Prior to Commencement of Construction

AFDOCS/4617889.22

Exhibit J

Streets and Alley Ways to be Closed Within the Land

All streets and any alley ways within the perimeter of the Land (as described in Exhibit B) shall be closed.

AFDOCS/4617889.22

Exhibit K

Mutual Good Faith Early Delivery Goals

Site Control	November 1, 2014
Preliminary Plan to Address Pepco High Voltage Line	December 1, 2014
Voluntary Clean-Up Plan	December 1, 2014
Design Development Drawings for Stadium	September 1, 2015
Land Use Approvals for Stadium	September 1, 2015
Land Acquisition by the District	September 1, 2015
Construction Contract Execution	November 1, 2015
Substantial Completion of Stadium	March 1, 2017

Exhibit L

Roads and Rights-of-Way Servicing as Perimeter of the Land

Exhibit M

Roadway and Sidewalks on Potomac Avenue from South Capitol Street to the Land

Proposed Streetscape improvements around the MLS Soccer stadium at Buzzard Point

The District will provide streetscape improvements around the Buzzard Point stadium generally as shown on the attached schematic and described below:

Potomac Avenue SW from South Capitol Street to First Street SW

R Street SW from First Street SW to Second Street SW

Second Street SW from R Street SW to T Street SW

T Street SW from Second Street SW to First Street SW

S Street SW from Half Street SW to approximately 250 feet west of Half Street SW

Half Street SW from S Street SW to Potomac Avenue SW

AFDOCS/4617889.22

Exhibit N

Traffic Signals and Highway Signage Area

In addition to signage in the area shown on the attached schematic, the District will also install signage on highways leading to the Stadium (such as I-295, I-395 and I-695) generally consistent with the highway signage that has been installed for the Verizon Center and Nationals Park.

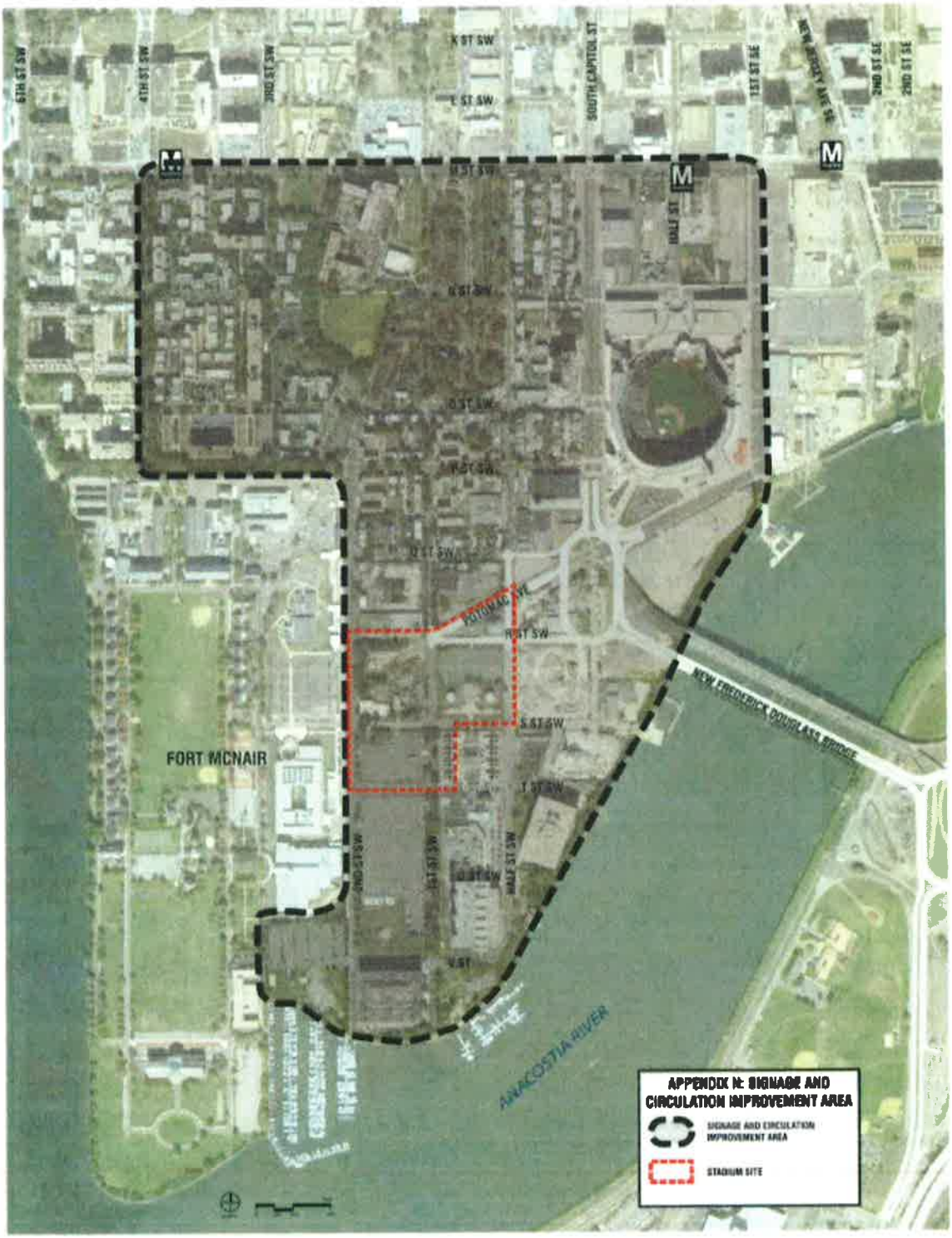

APPENDIX N: SIGNAGE AND CIRCULATION IMPROVEMENT AREA
SIGNAGE AND CIRCULATION IMPROVEMENT AREA
STADIUM SITE
FORT MCNAIR
ANACOSTIA RIVER
NEW FREDERICK DOUGLASS BRIDGE
POTOMAC AVE SW
SOUTH CAPITOL ST
1ST ST SE
2ND ST SE
M

Exhibit O

Title Exceptions to be Removed

Easement Agreement dated August 25, 2005 between Pepco and SW Land Holder, LLC recorded as Instrument No. 2005120011 upon execution of the Pepco Easement substantially in the form attached hereto as Exhibit P, if the final form of such easement has fencing provisions that would otherwise conflict with or supersede the said 2005 Easement Agreement.

Exhibit P

Pepco Easement

DEED OF EASEMENT

This Deed of Easement made this _____ day of 201__, by and between the District of Columbia, a municipal corporation (the "Grantor" or the "District") and Potomac Electric Power Company, a District of Columbia and Virginia corporation, (the "Grantee" or "PEPCO").

WITNESSETHTHAT

For and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the District of Columbia, a municipal corporation that is the record owner of certain property known and designated as Assessment and Taxation Lots numbered _____ in Squares 603S, 605, 607, 611N and 611, all as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber _____ at page _____ and as further described on Exhibit A attached hereto (collectively, the "Property"), as grantor, hereby grants unto the Grantee, its successors and assigns, (i) a perpetual non-exclusive easement to maintain, construct, install, reconstruct, operate, alter and remove Grantee's underground electric power and energy transmission and distribution facilities (including underground wires, cables, pipes and appurtenant underground equipment) (collectively, the "Underground Utility Facilities") located within an underground portion of the Property as depicted on Exhibit B attached hereto (the "Underground Easement Area"), together with (ii) a perpetual non-exclusive right of ingress to and egress from the Property (and through the open portions of any building improvements now or hereafter located on the Property) to the extent reasonably necessary to access the

Underground Utility Facilities, including through the Access Tunnel (as defined below) (the "Access Right"), subject, in the case of both clause (i) and (ii) of this sentence, to the terms of this Deed of Easement.

FIRST: The perpetual non-exclusive easement granted hereunder to maintain, construct, install, reconstruct, operate, alter and remove the Underground Utilities Facilities within the Underground Easement Area does not include the right to install surface or above-ground utilities facilities within the Underground Easement Area or on the Property, provided that Grantee may install manholes in locations approved by Grantor to allow for access to the Underground Utilities Facilities. The Underground Utilities Facilities may not be relocated outside of the Underground Easement Area in other locations on or below the surface of the Property without the consent of the Grantor, which consent may be withheld or granted (and if granted, subject to such conditions) in the sole discretion of Grantor.

SECOND: Grantor and any lessee of the Property shall have the right to construct a soccer stadium or other improvements on the Property (including over the Underground Easement Area) (such improvements, collectively, the "Stadium"), provided that the Stadium shall be designed and constructed to include a gated access tunnel which runs from a driveway or other vehicular access point into the Stadium and extending above the Underground Easement Area, which access tunnel shall be available, subject to the further terms of this Deed of Easement, to grantee to permit Grantee's utility work trucks to enter the Stadium and access the Underground Utility Facilities (the "Access Tunnel"). The Access Tunnel shall initially have a variable height of fourteen feet (14') to eighteen feet (18'), and a variable width of sixty feet and eight inches (60' 8") to seventy-two feet (72'), provided that if Grantee alters or removes the Underground Utilities Facilities Grantor may reconfigure the Access Tunnel in a manner, if the Underground Utilities Facilities are altered but not removed, to be consented to by Grantee, such consent not to be unreasonably withheld, conditioned or delayed, provided that such reconfigured Access Tunnel shall provide access to the Underground Utility Facilities as so altered reasonably comparable to the access provided prior to such alteration and provided further that the Access Tunnel need not be retained by Grantor if the Underground Utility Facilities are abandoned or removed.

Any material deviations in such specifications shall be subject to the reasonable approval of Grantee (which approval shall be deemed given if written notice of Grantee's disapproval of such material deviation is not received by Grantor within thirty (30) days of the date that Grantor submitted its approval request for such material deviation to Grantee).

THIRD: Grantee covenants to promptly restore, at Grantee's sole cost and expense, any and all damage it may cause to the Property, including the Stadium and the Access Tunnel, as well as any other property owned by Grantor which serves the Stadium, in the exercise of its rights under this Deed of Easement, and Grantee will restore the surface of the Underground Easement Area as nearly as reasonably practicable to the condition existing immediately prior to the commencement of work by Grantee in the Underground Easement Area.

FOURTH: Grantee shall coordinate the exercise of its Access Right onto the Property (including entry into the Stadium and Access Tunnel) by giving reasonable prior notice to Grantor (at least seven (7) business days' prior notice shall be required, provided that no prior notice shall be required in the case of emergencies representing an imminent threat to the lives or safety of persons or of damage to property). Notwithstanding anything to the contrary contained herein, Grantee may not exercise the rights granted to it hereunder (including the Access Rights and the rights to construct, install, reconstruct, operate, maintain, alter and remove the Underground Utility Facilities located within the Underground Easement Area) on days that the Stadium is being used for events open to the general public (including events held at the Stadium in which professional soccer players participate, concerts and other similar events), without the prior written approval of the Grantor hereunder, which approval may be withheld or granted (and if granted, subject to such conditions) in Grantor's sole discretion.

FIFTH: Grantee, together with Grantee's contractors, agents, successors and assigns, shall maintain in effect and provide evidence to Grantor (and to the Lessee of the Property), of commercial general liability insurance with limit per occurrence of $25,000,000 in non-contributing form with waiver of subrogation, providing coverage against claims for bodily injury, personal injury, death and property damage occurring on the Property by reason of the use thereof by Grantee and Grantee's contractors,

agents, successors and assigns. Grantor, any Lessee and any leasehold mortgagee of the Property shall be named as an additional insured in each such policy.

SIXTH: So long as any one or more ground lease(s) of the Property is in effect by which Grantor grants rights to a third party to utilize all or any portion of the Property, the ground lessee(s) under such Ground Lease(s) (each, a "Lessee") shall have the sole right to exercise all rights of Grantor hereunder, including the right to receive copies of all notices sent to Grantor hereunder and the right to grant or deny any requests for approval or other decision to be made by Grantor hereunder in place of Grantor. As of the date hereof, DC Stadium LLC, a Delaware limited liability company, has entered into a ground lease with the Grantor with regard to the Property and is the Lessee as of the date hereof. The address for notices to DC Stadium LLC as Lessee in included in the notice provision below.

SEVENTH: Grantor covenants to warrant specially the easements and rights granted herein, to the extent the same apply to Grantor's Property (subject, however, to all matters of record to the extent the same legally affect the Property), and shall execute such further assurance of the same as may be reasonably required.

EIGHTH: PEPCO is the record owner of certain property known and designated as Assessment and Taxation Lot numbered ____ in Square 661 (the "PEPCO Property"), which PEPCO Property is located adjacent to a portion of the Property. At any time that PEPCO maintains any above-grade utilities facilities on the PEPCO Property (including generators, tanks, substations or other equipment), the District and/or any Lessee of the Property shall each have the right to erect and maintain a sound barrier and/or aesthetic barrier on the PEPCO Property (the "Screen"), subject to the terms and conditions set forth below:

A. The Screen shall consist of a façade or vertical barrier around all or a portion of the perimeter of the PEPCO Property which may be up to ___ feet high. The design, location, shape, size and scale of the Screen shall not materially interfere with access to or the operations of the PEPCO Property (including any licensees, easement holders or tenants at the PEPCO Property) or any equipment now or hereafter placed thereon. The Screen shall not be deemed to interfere with access to the PEPCO Property if it has gates that can be opened to a width of ____ feet, and shall not be

deemed to interfere with operations if it (a) interferes with light or air circulation, or (b) intrudes not more than ___ feet from the property line of the PEPCO Property.

B. Subject to the foregoing parameters set out in Section Eighth A above and to the approval rights of PEPCO set forth in clause (i) and (ii) below, the District and/or any Lessee of the Property shall have the right in its sole and absolute discretion to determine the design, location, shape, size and scale of the Screen, the materials used for construction of the Screen, the identity of contractors, consultants, employees, or agents performing design, development, construction, maintenance or other services in connection with the Screen, and the timing of design and construction of the Screen; provided, however, that subject to the parameters set out in Section Eighth A above (i) the shape of the Screen, including the support member of the Screen, may project into the PEPCO Property and such projection shall be subject to the reasonable approval of PEPCO, and (ii) the Screen shall not be permitted to contain any writing, nor shall it be used for any commercial or income producing purposes, of which all of the foregoing shall include but not be limited to advertising (provided that Lessee may use the Screen to promote the name of the soccer team which plays its "home games" in the Stadium, or similar non-income producing uses or to promote Stadium concessionaires).

C. PEPCO grants the District and any Lessee a perpetual easement and right to enter onto and over the PEPCO Property for the purpose of construction, repair, maintenance and restoration of the Screen, all in accordance with the terms and conditions hereof (the "Screen Easement"). The District and any Lessee shall have the right, upon reasonable advance written notice to PEPCO, to enter the PEPCO Property for the purpose of examining and testing the physical, structural and other conditions of the PEPCO Property to the extent necessary in connection with the design of the Screen and for the purpose of constructing and maintaining the Screen (provided that any invasive or physically intrusive testing shall require the prior consent of PEPCO, which shall not be unreasonably withheld, conditioned or delayed). Without limiting the generality of the foregoing, PEPCO's prior written consent shall be required prior to any environmental survey or any environmental testing or sampling of surface or subsurface soils, surface water, groundwater or any materials in or about the PEPCO Property. If any testing is approved by PEPCO, the District and/or any Lessee agree to cooperate with any reasonable request by PEPCO in connection with the timing of any such

inspection or test. The District and/or any Lessee agree to provide PEPCO, upon PEPCO's request, with a copy of any final written inspection or test report or summary prepared by any third party with regard to the PEPCO Property. The District and/or any Lessee agree that any inspection, test or other study or analysis of the PEPCO Property shall be performed at the sole cost of the District and/or any Lessee and in accordance with applicable law. The District and/or any Lessee agree at its own expense to promptly restore the PEPCO Property or, at PEPCO's option, to reimburse PEPCO for any repair or restoration costs, if any inspection or test requires or results in any damage to or alteration of its condition.

D. The District and/or any Lessee and its agents and contractors shall give PEPCO five (5) business days advance notice before entering onto the PEPCO Property and coordinate any and all work with regard to the Screen (including the removal or demolition of the Screen, or its replacement), with any work being performed by or for PEPCO on the PEPCO Property, and the District and/or any Lessee shall use commercially reasonable efforts to cause such work to be performed in a manner to maintain harmonious labor conditions. The District and/or any Lessee and its agents and contractors shall not interfere with PEPCO's access to or operations at the PEPCO Property or with any licensee's easement holder's, operator's, service provider's or tenant's access to or operations at the PEPCO Property.

E. Any person accessing the PEPCO Property pursuant to the Screen Easement hereunder will be covered by not less than $5,000,000 commercial general liability insurance insuring all activity and conduct of such persons while exercising such right of access and which insurance shall name PEPCO as an additional insured and shall be issued by an insurance company licensed to do business in the District of Columbia.

F. Any and all information, studies and tests in connection with the PEPCO Property provided or made available to the District and/or any Lessee by PEPCO or its representatives pursuant to this Deed of Easement or otherwise obtained by the District and/or any Lessee (the "PEPCO Property Information") is proprietary and confidential, unless such information is in the public domain. The District and/or any Lessee further agree that all such Property Information and any notes regarding such Property

Information ("Notes") will be used solely for the purpose of designing and constructing the Screen and will not be used or duplicated for any other purpose. The District and/or any Lessee shall keep all Property Information and Notes strictly confidential. Notwithstanding the foregoing, the District and/or any Lessee may disclose the Property Information to its agents, contractors and employees engaged in the design, development, construction or maintenance of the Screen, provided that the District and/or any Lessee shall direct such persons to keep all such information in the strictest confidence and to use such information only in connection with the design, development, construction or maintenance of the Screen and in accordance with this Deed of Easement.

G. District and/or any Lessee shall not commence construction or demolition and removal (or replacement) of the Screen or any portion thereof unless and until such party has (i) provided PEPCO with a budget for the costs of construction or removal (or replacement) of the Screen (as applicable), (ii) a copy of the executed lump sum or guaranteed maximum price contract for such work, (iii) reasonable evidence of the availability of funds to complete the work under such contract (or 100% payment and performance bonds covering the work under such contract), and (iv) PEPCO shall have reviewed and approved the plans and specifications for such work (provided that (a) PEPCO shall complete its review process expeditiously, and (b) the scope of PEPCO's review and approval or disapproval of such plans and specifications shall be limited to technical aspects of the plans and specifications of the Screen and any potential physical impacts on the access to or operations of the PEPCO Property or any equipment located thereon. The District and/or any Lessee shall pay all costs and expenses to complete the Screen (or remove or replace same, as applicable).

H. Any actions taken by the District and/or any Lessee with respect to the construction or removal of the Screen and all work performed by or for the District and/or any Lessee on the PEPCO Property shall be done in a good and workmanlike manner and in accordance with all applicable laws, statues, rules and regulations. PEPCO shall cooperate, at the expense of the District and/or any Lessee, in obtaining any required permits, licenses or governmental or quasi-governmental approvals required for the construction of the Screen, copies of which shall be provided to PEPCO before any such work on the PEPCO Property may begin.

I. The District and/or any Lessee shall not permit (and shall promptly discharge, bond or over or otherwise satisfy in a manner reasonably satisfactory to PEPCO) any and all mechanic's or materialmen's lien attaching to the PEPCO Property as a result of any of the construction, maintenance or other activities of the District and/or any Lessee or its agents or contractors pursuant to this Deed of Easement. If District and/or any Lessee fails to discharge or bond off any lien arising from work performed or caused to be performed by District and/or any Lessee on the PEPCO Property within thirty (30) days of written notice by PEPCO, PEPCO shall be entitled to pay off such amounts and if the District and/or any Lessee fails to reimburse PEPCO for such amounts within ten (10) days of demand by PEPCO to such party, then PEPCO may, at its election, terminate the Screen Easement and remove the Screen.

J. District and/or any Lessee shall be responsible for all of its own costs incurred in connection with the Screen. From and after the installation of the Screen or a portion thereof, the District and/or any Lessee shall maintain the Screen in good condition and repair, normal wear and tear, casualty or similar damage excepted and in compliance with all applicable laws, statutes, rules and regulations. If after having installed a Screen, the District and/or any Lessee notifies PEPCO that it desires to remove all or a portion of the same, but PEPCO notifies such party in writing that PEPCO desires to keep the Screen (or a portion thereof) in place, then in such event, (i) the District's and/or any lessee's maintenance obligations with regard to the Screen (or such portion thereof) shall terminate, and (ii) thereafter, PEPCO shall perform all such maintenance obligations with respect to the Screen or such portion thereof.

K. If District and/or any Lessee or PEPCO (as applicable, the "Defaulting Party") fails to maintain the Screen when it is obligated to do so hereunder, the other party (the "Non-Defaulting Party") may if it so elects to take such actions as Non-Defaulting Party deems necessary in its reasonable discretion to maintain the same or, if Defaulting Party fails to cure any such default within thirty (30) days following written notice thereof from Non-Defaulting Party, Non-Defaulting Party may, if it so elects, demolish and remove the Screen, which removal shall be in accordance with the requirements of this Deed of Easement, Defaulting Party shall forthwith reimburse Non-Defaulting Party any and all costs and expenses incurred by Non-Defaulting Party for

such demolition and removal, with interest thereon from the date of demand for payment made to Defaulting Party at the prime rate of interest charged from time to time by Citibank, N.A. or any successor to Citibank, N.A.

L. From and after the installation of the Screen or any portion thereof, PEPCO shall be solely responsible for the maintenance of casualty insurance relating to the Screen. PEPCO shall include the Screen on its casualty and liability insurance policy that PEPCO maintains in the normal course of its business. PEPCO shall be solely responsible for paying the costs (excluding any deductible) of any damage to the Screen by casualty or similar damage that is covered by insurance or that would have been covered by such insurance had PEPCO complied within its obligations under this section. In the event that District and/or any Lessee desire to reduce the amount of any deductible applicable to any such insurance program then held by PEPCO, District and/or any Lessee may purchase such additional insurance at its sole cost and expense. If any damage is caused to the Screen that is not otherwise covered under the insurance maintained or required to be maintained by PEPCO herein, then District and/or any Lessee shall, at its sole expense, promptly repair, restore, reconstruct or remove the Screen or the damaged portion thereof. Notwithstanding the foregoing, if any damage is caused to the Screen as a result of the willful action or gross negligence of PEPCO or its agents, then PEPCO shall, at its sole expense, promptly repair, restore, reconstruct or remove the Screen or the damaged portion thereof.

M. The District and/or the Lessee shall have the right to elect to remove all or any portion of the Screen by giving written notice to PEPCO not less than thirty (30) days prior to the date of such removal. If PEPCO elects within thirty (30) days after receipt of such notice to assume responsibility for the Screen or such portion and keep it in place, then PEPCO shall so notify District and/or any Lessee in writing within such 30-day period and Section J above shall apply. If PEPCO does not so elect in writing within such 30-day period, then District and/or any Lessee shall have the right to remove the Screen or portion thereof, at such party's sole cost. In the event that all above-ground utilities facilities are removed from the PEPCO Property, then PEPCO shall have the right to remove all or any portion of the Screen at PEPCO's sole cost and expense. If District and/or any Lessee or PEPCO (as applicable, the "Removing Owner") has the right hereunder to remove all or a portion of the Screen, then the

following terms and conditions shall apply to such removal:

1. Any actions taken by Removing Owner with respect to the removal of the Screen shall be done in accordance with all applicable laws, statutes, rules and regulations. If the District and/or any Lessee is the Removing Owner, then PEPCO shall cooperate with the District and/or any Lessee in obtaining any required permits, licenses or governmental or quasi-governmental approvals required for the removal of the Screen or portion thereof.

2. The removal shall be performed expeditiously and continuously once commenced, and the PEPCO Property and any portion of the Screen that is not then being removed shall be put back into comparable condition as prior to the installation of the Screen or portion thereof that is being removed. In particular, any portion of the Screen that is not being removed shall be restored in a manner that is safe and aesthetically similar to such portion as it existed prior to such removal.

3. If PEPCO is the Removing owner, then (i) such removal may be a removal of the entire Screen only if (i) the Screen Easement has been terminated, or (ii) if there are no above-ground utilities facilities present on the PEPCO Property, or (iii) if the removal is of a portion of the Screen, such removal shall not expose the Property to additional sounds from or a view of the above-ground utilities facilities located on the PEPCOO Property.

N. If the District and/or any Lessee or PEPCO (as applicable, the "Constructing Owner") begins construction, demolition or removal of the Screen in accordance with this Deed of Easement, then Constructing Owner shall diligently and continuously pursue such construction, demolition or removal until complete, subject to delays arising from circumstances outside the reasonable control of Constructing Owner (excluding ability to pay). If Constructing Owner fails to comply with the requirements of this Section N and such failure continues for more than thirty (30) days following notice thereof from the other party (the "Non-Constructing Owner"), then the Non-Constructing Owner shall have the right (but not the obligation), at its option, either to complete such construction, demolition or removal, or remove the Screen in accordance with the terms of this Deed of Easement. Constructing Owner shall forthwith reimburse Non-

Constructing owner any and all costs and expenses incurred by Non-Constructing Owner in accordance with this Section N with interest therein at the prime rate of interest charged from time to time by Citibank, N.A. or any successor to Citibank, N.A.

NINTH: All notices permitted or required to be given under this Deed of Easement shall be effective when delivered in writing to the parties at the addresses set forth below (or such other address that a party may advise the other party hereto in writing by giving at least thirty (30) days prior written notice). All notices shall be delivered by registered or certified U.S. Mail, postage prepaid, by hand-delivery, or by nationally recognized overnight delivery service.

If to Grantor, to: The District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 521
Washington, D.C. 20004
Attn: City Administrator

With a copy to Office of the Attorney General
441 4th Street, N.W.
10th Floor - South
Washington, D.C. 20001
Attn: Deputy Attorney General – Commercial Division

If to Lessee DC Stadium LLC
c/o DC United
2400 East Capitol Street, S.E
Washington, D.C. 20003
Attention: Jason Levien

With a copy to Arent Fox LLP
1717 K Street, N.W.
Washington, D.C. 20036
Attention: Richard A. Newman, Esq

NINTH: The parties executing this Deed of Easement represent and

warrant their power and authority to do so.

TENTH: No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement, term or condition of this Deed of Easement, or to exercise any right or remedy consequent upon a breach of this Deed of Easement, shall constitute a waiver of any such breach or of such covenant, duty, agreement, term or condition. Any party by giving notice to another party may, but shall not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver shall affect or alter the remainder of this Deed of Easement, but each and every covenant, agreement, term and condition of this Deed of Easement shall continue in full force and effect with respect to any other then existing or subsequent breach.

ELEVENTH: All consents and approvals which may be given under this Deed of Easement shall, as a condition of their effectiveness, be in writing. The Parties shall use good faith efforts to give or deny any consent or approval within the time period provided. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Deed of Easement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for such act or any other act. All reviews, approval and consents by the Grantor under the terms of this Deed of Easement are for the sole and exclusive benefit of Grantor and no other person or party shall have the right to rely thereon. Grantee's sole remedy for the Grantor withholding or conditioning its consent shall be an equitable action in mandamus to compel such consent if it were determined that such consent had been unreasonably withheld, conditioned or delayed.

TWELFTH: The laws of the District of Columbia shall govern the interpretation and enforcement of this Deed of Easement, without giving effect to choice of law principles.

THIRTEENTH: In the event any provision of this Deed of Easement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof, unless this construction would operate as an undue hardship on the Grantor or Grantee

or would constitute a substantial deviation from the general intent of the parties as reflected in this Deed of Easement.

FOURTEENTH: Each of the Grantor and Grantee acknowledges that it has thoroughly read and reviewed this Deed of Easement, including all Exhibits and attachments thereto, and has sought and received whatever competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein. The language of this Deed of Easement has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto.

FIFTEENTH: This Deed of Easement (including the Exhibits annexed hereto and made part hereof) and any document delivered pursuant to this Deed of Easement collectively contain all the agreements and understandings between the District and Developer relative to the transactions contemplated herein and thereby and there are no agreements or understandings, oral or written, expressed or implied, between them with respect thereto other than as herein set forth or expressly referenced herein and made a part hereof. This Deed of Easement may not be amended or supplemented except by a writing signed by the Parties. Any deadline established in this Deed of Easement may be extended by mutual written agreement.

SIXTEENTH: The following limitations exist as to each and every purported obligation of the District of Columbia, a municipal corporation (the "District"), as grantor, set forth in this Deed of Easement, whether or not expressly conditioned:

(a) The obligations of the District to fulfill financial obligations pursuant to this Deed of Easement or any subsequent amendment hereof entered into pursuant to this Deed of Easement or referenced herein (to which the District is a party) are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant

to the Anti-Deficiency Acts, nothing in this Deed of Easement shall create an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for the payment of any of its obligations under this Deed of Easement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(b) District agrees to exercise in a timely manner all lawful authority (including seeking appropriations) available to it to satisfy the financial obligations of the District that may arise under this Deed of Easement. During the term of this Deed of Easement, the Mayor of the District of Columbia shall include in the budget application submitted to the Council for each fiscal period the amount necessary to fund the District's known potential financial obligations (including a reserve for contingencies as reasonably determined by District) under this Deed of Easement for such fiscal period. In the event that (i) a request for such appropriations is excluded from the budget approved by the D.C. Council and submitted to Congress by the President for the applicable fiscal year, or if no appropriation is made by Congress to pay for District's Obligations under this Deed of Easement for any period after the fiscal year for which appropriations have been made, and (ii) appropriated funds are not otherwise lawfully available for such purposes, the District will not be liable to make any payment under this Deed of Easement upon the expiration of any then-existing appropriation, the District shall promptly notify Grantee. This Deed of Easement shall continue in full force and effect, and the District will not be liable to make any payment under this Deed of Easement upon the expiration of any then-existing appropriation.

(c) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by District of its obligations under this Deed of Easement.

(d) This Deed of Easement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Deed of Easement unless such amount has been appropriated by

D.C. Council and by Act of Congress and is lawfully available.

(e) It is specifically understood and agreed that a failure to obtain appropriated funds in accordance with, and subject to the requirements of, this article SEVENTEETH shall not constitute a default by District hereunder.

SEVENTEENTH: Each party agrees at any time and from time to time during the term of this Deed of Easement , within thirty (30) days after written request by any other party to execute, acknowledge and deliver to the requesting party or to any existing or prospective purchaser, mortgagee, tenant or other person designated by the requesting party, an estoppel certificate covering such factual matters with regard to this Deed of Easement as the requesting party may reasonably require.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the District of Columbia has caused this Deed of Easement to be executed in its corporate name by _____, its _____, and attested by _____, its _____, and its seal to be hereunto affixed and does hereby constitute and appoint _____, its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver this Deed of Easement as its act and deed.

ATTEST:

By: _____
Name:
Title:

GRANTOR:

DISTRICT OF COLUMBIA, a municipal corporation

By: _____
Name:
Title:

APPROVED AS TO LEGAL SUFFICIENCY:
Office of the Attorney General for the District of Columbia

By: _____
Susan C. Longstreet, Esquire
Deputy Attorney General - Commercial Division

DISTRICT OF COLUMBIA ss:

I, _____ on _____, a Notary Public in and for the

_____, do hereby certify that _____, as

_____, appeared personally before me and, known to me as the person who executed the foregoing _____ bearing the date of _____, 20____, in said jurisdiction, acknowledged said instrument to be the act and deed of said corporation, executed for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2013.

_____ (SEAL)

Notary

My commission expires: _____

IN WITNESS WHEREOF, Potomac Electric Power Company has caused this Deed of Easement to be executed by _____, which is the _____ of Potomac Electric Power Company, and attested by _____, Secretary of Potomac Electric Power Company, and its seal to be hereunto affixed and does hereby constitute and appoint _____ its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver this Deed of Easement as its act and deed.

ATTEST:

By:_____

Name:

Title:

GRANTEE:

POTOMAC ELECTRIC POWER COMPANY,
a District of Columbia and Virginia corporation

By: _____

Name:

Title:

STATE OF

COUNTY OF ss:

I, _____ on _____, a Notary Public in and for the _____, do hereby certify that _____, as _____, appeared personally before me and, known to me as the person who executed the foregoing _____ bearing the date of _____, 20____, in said jurisdiction, acknowledged said instrument to be the act and deed of said corporation, executed for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2013.

_____ (SEAL)

Notary

My commission expires: _____

EXHIBIT A

Depiction of Underground Easement Area

Exhibit Q

Potential Entertainment/Sports Area

Exhibit R

Project Labor Agreement

PROJECT LABOR AGREEMENT

This Project Labor Agreement ("**Agreement**") is made and entered into as of the 10th day of September, 2013, by and among (i) the District of Columbia (the "**District**"), a public body municipal and corporate acting in its own name and (ii) the Washington, D.C. Building and Construction Trades Council ("**Council**") and the Mid-Atlantic Regional Council of Carpenters ("**MARCC**"), acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto who have, through their duly authorized officers, executed this Agreement, and any International Unions that become signatory hereto (hereinafter collectively referred to as "**Union**" or "**Unions**"), with respect to the Project defined below. These entities shall hereinafter be collectively referred to as the Parties to this Agreement. All Contractors who execute a Letter of Assent agreeing to be bound by this Agreement shall also be considered Parties to this Agreement.

For purposes of this Agreement, the following additional definitions shall apply:

The term "**Contractor**" shall include all construction contractors of whatever tier, including all subcontractors engaged in onsite construction work within the scope of this Agreement, and shall include any construction manager when it performs construction work within the scope of this Agreement.

The term "**Project**" shall mean: (i) a state-of-the-art, LEED certified outdoor soccer stadium ("**Stadium**") at the Stadium Site; (ii) certain infrastructure improvements that the District will undertake beyond the Stadium Site in conjunction with the development of the Stadium which shall be limited to (a) the roads and rights-of-way that serve as the perimeter of the Stadium Site; (b) the roadway and sidewalks on Potomac Avenue from South Capitol Street to the Stadium Site; and (c) traffic signals and highway signage that will generally not extend beyond the area north of M Street, SE or east of First Street, SE; and (iii) any ancillary development on the Stadium Site.

The term "**Stadium Site**" shall mean Squares 603S, 605, 607, 611N and 661 and the northern portion of Square 665.

ARTICLE I
PURPOSE

Section 1. The District has placed the highest priority for employment and apprenticeship training opportunities for bona fide District residents and the creation of contracting opportunities for local, small and disadvantaged companies in the District's business community. This Agreement will advance those goals and remove obstacles that may have historically limited the full employment of such local residents or the access of such businesses to the opportunities on projects of this kind. Additionally, the District recognizes the necessity of including comprehensive programs for employment, including recruitment and training of bona fide District residents on the Project.

Section 2. The Parties recognize that completion of the Project without interruption or delay will require a steady supply of skilled labor. Timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing the skills and qualifications necessary to complete the Project. The Parties therefore agree to work together to furnish skilled, efficient craft workers for the construction of the Project, as required by this Agreement.

Section 3. The Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on the Project, to encourage close cooperation between the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Agreement. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

Section 4. In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise in connection with this Agreement. Further, all Contractors agree not to engage in any lockout, and the Unions agree not to engage in any strike, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

Section 5. The Parties agree that this Agreement will be made available to and will fully apply to any successful bidder for work performed on the Project who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any Union. This Agreement shall not apply to any Contractor for work that is performed on work other than the Project. The Unions hereby pledge to work cooperatively on the Project with all Contractors awarded work governed by this Agreement.

Section 6. To accomplish the important purposes of this Agreement, the District will implement this Agreement by requiring that appropriate provisions be included in the bid documents, contract specifications and other contract documents for work on the Project covered by the scope of this Agreement. It is understood by the Parties to this Agreement that the work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, and that all such Contractors shall be Parties to this Agreement. Contractors who are a Party to this Agreement may include businesses certified by the District of Columbia Department of Small and Local Business Development as a Local, Small and Disadvantaged Business Enterprises ("**LSDBE**"). For work performed under this Agreement by LSDBEs, the Unions pledge to work cooperatively with the businesses in order to help achieve the District's objectives of increasing capacity among historically disadvantaged businesses within the District.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of construction work that is performed by and under the direction of the Contractors who have contracts awarded for such work on the Project. Such work shall include site preparation work at the Stadium Site (including the environmental remediation of existing conditions, demolition and infrastructure work the District shall undertake at the Stadium Site), dedicated off-site work, on-site construction work necessary to complete the Project as well as the infrastructure improvements that the District will undertake beyond the Stadium Site in conjunction with the development of the Stadium.

Section 2. The District or any construction manager or similar entity for a portion of the Project that is a Party to this Agreement ("**Construction Manager**") shall have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any Party to this Agreement; provided, however, only that such bidder is ready, willing and able to become a Party to and comply with this Agreement, should it be designated the successful bidder. All Contractors, including but not limited to all prime contractors and all subcontractors of any tier, who have been or who will be awarded contracts for work covered by this Agreement are required to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (*see* Appendix A hereto) prior to commencing work. A copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the Council and to the Unions prior to the dispatch of employees to the job site. The District or the Construction Manager, as applicable, shall endeavor to assure compliance with this Agreement by all Contractors engaged to perform work on the Project.

Section 3. The Parties to this Agreement understand and appreciate the need for competition in the construction markets. In order to avoid adverse cost impacts on the Project, the Parties therefore agree as follows:

(a) At least thirty (30) days prior to the scheduled bid receipt date for each trade package, the District or the Construction Manager, as applicable, shall attempt in good faith to obtain letters from at least three (3) subcontractors in which each such prospective subcontractor agrees to bid on the trade package and be subject to the terms of this Agreement (such letters are hereinafter referred to as "**Intent to Bid Letters**"). In the event that three (3) such Intent to Bid Letters are not received from subcontractors that are qualified to perform the work and have the business resources necessary to perform the work identified in the trade package ("qualified bidder"), then the trade package shall be exempt from this Agreement when rebid pursuant to subsection 3(b) below, subject expressly to the requirements of subsection 3(b) and Section 5, below. The District or the Construction Manager, as applicable, shall (i) provide the Council with a copy of the Request for Proposals ("**RFP**") for each trade package no later than thirty (30) days prior to the scheduled bid receipt date for such trade package and (ii) notify the Council upon receipt of any Intent to Bid Letter received and shall provide the Council with the opportunity to inspect such Intent to Bid Letter upon request.

(b) If at least three (3) reasonable bids on any trade package are not received from qualified bidders, the District or the Construction Manager, as applicable, shall have the right to rebid such trade package and, if rebid, the Contractor awarded the contract will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The contract with such Contractor shall require the Contractor to comply fully with the requirements of Section 5 of this Article, subject to penalties for non-compliance. No other terms of the original RFP may be changed for the rebid trade package. The District or the Construction Manager, as applicable, shall (i) promptly notify the Council if at least three (3) reasonable bids on any trade package are not received, (ii) provide the Council with the opportunity to inspect all bids submitted upon request, subject to the terms of a mutually agreed-upon confidentiality agreement (iii) provide the Council with a copy of the RFP for any rebid trade package for which three (3) reasonable bids were not received at the same time such RFP is officially released, and (iv) provide the Council, subject to the terms of a mutually agreed-upon confidentiality agreement, with the opportunity to inspect all bids submitted in response to the rebid trade package upon request.

(c) To encourage full and open bidding on all trade packages, the District or the Construction Manager, as applicable, will include in all trade subcontracts a requirement that any disputes with a Contractor over payments claimed to be due the Contractor for work performed on the Project shall be subjected to expedited arbitration. The District and any Construction Manager agree that no special treatment will be accorded to any contractor bidding on a trade package unless the same special treatment is provided to all contractors bidding on the trade package.

Section 4. LSDBEs that are awarded contracts individually or with a total combined value of $6 million or less will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The contract with such LSDBE shall require the LSDBE to comply fully with the requirements of Section 5 of this Article, subject to penalties for non-compliance. The District or the Construction Manager, as applicable, shall notify the Council of the value of each contract awarded to an LSDBE at the same time the LSDBE is notified that it was the successful bidder. If the LSDBE's contract exceeds $6 million plus a ten percent (10%) addition for change orders or, if at the time of the award, the value of the total combined contracts awarded to the LSDBE exceeds $6 million, then the LSDBE shall no longer be exempt from any provision of this Agreement.

Section 5. Any Contractor who is exempt, by virtue of Article II, Section 3 and/or 4 from any provision of this Agreement, shall not be entitled by virtue of other provisions of this Agreement, to utilize the Agreement's provisions for Union referral of District residents, to participate in the apprenticeship programs, or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. The employees of such exempt Contractor shall have no right to Union representation for any purpose under this Agreement. Each such Contractor shall, nonetheless, be required by contract as described above, to:

(a) satisfy fully all District resident hiring and apprenticeship requirements set forth in this Agreement and required by law, and be subject to all sanctions set forth in this Agreement or by law for failure to satisfy such requirements;

(b) demonstrate that, prior to the award of any contract to a Contractor who is otherwise exempted from this Agreement pursuant to Sections 3 and/or 4 above, it maintains an apprenticeship program that has been approved and registered by the District consistent with applicable District and federal law;

(c) pay its employees, for the duration of the Project, wages that equal the combined value of the wages and fringe benefits that are set forth in the collective bargaining agreement identified in Appendix B hereto (and as it may hereafter be modified) that is applicable to the work to be performed by the Contractor, such agreement to be designated by the Council at least fifteen (15) days prior to the bid date for such work;

(d) pay its employees, for the duration of their work on the Project, overtime and all other economic benefits that are set forth in the collective bargaining agreements identified in Appendix B hereto (and as it may hereafter be modified) that is applicable to the work to be performed by the Contractor. The Council shall identify all such economic benefits at least fifteen (15) days prior to the bid date for such work;

(e) comply with all provisions of Articles IX (Subcontracting), XIV (Hours of Work, Overtime, Reporting Pay and Holidays), XV (Safety and Health), and XVII (Non-Discrimination) of this Agreement;

(f) submit monthly certified payroll to the District or the Construction Manager, as applicable; and

(g) submit, no less often than monthly; written proof of compliance with all other obligations set forth in this Section 5 to the District or the Construction Manager, as applicable.

Section 6.

(a) The collective bargaining agreements that will apply to work covered by this Agreement will be identified by name and by specific reference to each signatory Union in Appendix B to this Agreement. The terms of each collective bargaining agreement identified in Appendix B, as currently in effect or as modified in the future by the parties to those agreements shall apply to work performed under this Agreement. No other local, area or national agreements other than those identified in Appendix B as to each signatory Union shall apply to work performed under this Agreement. Any dispute over which collective bargaining agreement identified in Appendix B shall apply shall be resolved in accordance with Article VIII.

(b) Where a term or condition covered by the provisions of this Agreement is also covered by or conflicts with the Union's agreement identified in Appendix B, then the provisions of this Agreement shall supercede and override the terms and conditions of the Union's agreement identified in Appendix B. Where a term or condition is covered by the provisions of the Union's agreement identified in Appendix B and is not covered by this Agreement, then the provisions of the Union's agreement identified in Appendix B shall apply. Notwithstanding the: foregoing, and with the exception of Article VI (Work Stoppages and Lockouts) and Article VIII (Jurisdictional Disputes) of this Agreement, the provisions of the National Agreement of the International Union of

Elevator Constructors shall apply, without exception, to work covered by the National Agreement of the International Union of Elevator Constructors under the scope of this Agreement.

Section 7. This Agreement, including any Appendices hereto, represents the complete understanding of the Parties, and by virtue of having become bound to this Agreement, no Contractor will be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement.

Section 8. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other non-construction operation, work, or function which may occur at the Project site or be associated with the development of the Project such as, but not limited to, engineering, estimating, clerical, survey and layout that is not directly related to performance of construction work by and under the direction of the Contractors, accounting, timekeeping and related services. Furthermore, the provisions of this Agreement shall not apply to any work performed by the District and its agencies and instrumentalities and nothing contained herein shall be construed to prohibit or restrict the District or its employees from performing work not covered by this Agreement on the Project site.

Section 9. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 10. As areas and systems of the Project are inspected and construction tested and accepted by the District or the Construction Manager, as applicable, this Agreement will not have further force or effect on such items or areas, except when a Contractor or other responsible party is directed by the District or the Construction Manager, as applicable, to engage in repairs, modifications, check-out, and warranty functions on an item or area required by its contract during the term of this Agreement.

Section 11. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the District, any Construction Manager, Contractors or any employer.

ARTICLE III
OUTREACH ACTIVITIES

The Unions will partner with the District in conducting the outreach activities to and in promoting new initiatives to recruit bona fide District residents to apprenticeship programs or to on-the-job employment positions for which they are qualified. To that end, the Unions will assist bona fide District residents in contacting the Joint Apprenticeship Training Committee for the craft(s) or trade(s) in which they are interested. Additionally, to the extent permitted by law, the Unions will assist bona fide District residents who are seeking union jobs on the Project and union membership in assessing their work experience and giving them credit for bona fide, provable past experience in the relevant craft or trade, including experience gained working for non-union contractors. The Unions will put on their rolls and refer qualified bona fide District residents for work on this Project.

ARTICLE IV
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. Authorized representatives of the Unions shall have access to the Project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the Project. Each Union that is a party to this Agreement shall have the right to designate a working journeyperson as a Steward. The Union shall notify the Contractor in writing of the identity of the designated Steward(s) prior to the assumption of such person's duties as Steward. There will be no non-working Stewards. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's employer and not with the employees of any other employer. The Steward shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. All Contractors shall be required to seek applicants for employment first through the referral procedures of the applicable Union. The Union's referral procedures shall be those set forth in or applicable to each individual Union's collective bargaining agreement (see Appendix B). The Union agrees that there shall be no discrimination against any employee or applicant for employment because of his membership or non-membership in the union or based upon race, creed, color, sex, age, national origin of such employee or applicant or any other protected category contained in the District of Columbia Human Rights Act. No employee covered by this Agreement shall be required to join any Union as a condition of being referred to the Project. After referral, all provisions of Article XIII (Union Security) shall apply. The Unions will use the D.C. Department of Employment Services ("**DCDOES**") to recruit for referral qualified bona fide District residents.

Section 4. The First Source Employment Agreement Act of 1984, as amended (D.C. Official Code §§ 2-219.01 *et seq.*)("**First Source Act**"), currently requires that on projects that receive $5 million or more in government assistance: (i) at least 20% of journey worker hours by trade shall be performed by District residents; (ii) at least 60% of apprentice hours by trade shall be performed by District residents; (iii) at least 51% of the skilled laborer hours by trade shall be performed by District residents; and (iv) at least 70% of common laborer hours shall be performed by District residents. (*see* D.C. Official Code § 2-219.03(e)(1A)(A)).

Section 5. Notwithstanding any provision to the contrary in their respective referral procedures, the Unions agree to identify those participants in the Unions' respective referral systems who are bona fide District residents for the purpose of meeting the requirements of the First Source Act. A Contractor seeking to hire a bona fide District resident to meet its goal set forth in the First Source Act, will contact the applicable Union dispatch and request a bona fide District resident. The Union will dispatch a bona fide District resident with the job skills specified in the notice (a

"qualified person") if one is available before qualified non-District residents are referred regardless of the District resident's place on the referral list. If the Union is unable to dispatch a qualified bona fide District resident within twenty-four (24) hours after a Contractor's request, the Union shall contact DCDOES to obtain a qualified bona fide District resident to fill the dispatch. All qualified individuals identified by DCDOES shall be directed to the Union for dispatch to the Project. If no qualified individual can be identified by DCDOES within forty-eight (48) hours after the Union's request to DCDOES, then the Contractor shall solicit applicants for referral by utilizing the Union's normal referral procedures.

Section 6. In the event the Union is unable to obtain a dispatch within seventy-two (72) hours (Saturday, Sunday and holidays excepted) after the Contractor's initial request for applicants, then the Contractor may employ applicants from any other available source, including community-based organizations in the District. The Contractor shall inform the Union of the name and social security number of any applicants hired from any other source and shall refer the applicant to the Union for dispatch to the Project.

Section 7. The Unions agree that, on a quarterly basis for the duration of the Project on the last day of each quarter, each Union will provide to DCDOES a report on how many qualified bona fide District residents sought referral to the Project, how many such residents were referred, and if applicable, the reason why any such resident declined referral to the Project. This report will also include the number of qualified bona fide District residents referred to each Union by DCDOES for work on the Project. The Unions will also provide to DCDOES upon request a copy of the Unions' [illegible] requested, to review the Union's efforts with respect to the goals set forth in this Agreement with respect to the recruitment, referral and hiring of District residents.

Section 8. The District is committed to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "core" employees as journeymen on this Project, the Parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the Union will honor, subject to the rotation set forth below, referral of persons who have applied to the Union for referral to Project work and who demonstrate the following qualifications:

(a) possess any license required by state or federal law for the Project work to be performed;

(b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(c) were on the Contractor's active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract award; and

(d) have the ability to perform safely the basic function of the applicable trade.

Proof of such qualifications must be presented to the Union from which the "core" employee seeks referral. The first applicant referred to such Contractor will be a journeyperson referred by the Union in accordance with the requirements set forth in this Article. The second applicant referred will be one of such Contractor's "core" employees, recognizing that bona fide District residents will have priority referral within this group and that the Contractor is required to meet its commitments under the First Source Act. This process shall be repeated, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from Union referrals in accordance with the requirements set forth in this Article. For the duration of such Contractor's work, this ratio shall be maintained. When such Contractor's workforce is reduced, "core" employees shall be reduced in a manner that will maintain no more than the same ratio of "core" employees to other referrals as was applied in the initial hiring. Nothing in this Section shall relieve a Contractor from complying with the requirements of applicable law including, but not limited to, the First Source Act.

Section 9. The selection of craft foreman and/or general foreman and the number of foremen required shall be entirely the responsibility of the Contractor. Craft foreman shall be designated working foremen at the request of the Contractor.

Section 10.

(a) The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

(b) The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

(c) Each Contractor performing work on this Project shall contribute to the Center the amount of one cent ($0.01) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

(d) The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents. Each Contractor performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

(e) Contractors who fail to pay contributions or other payments owed to the Center within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including, attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE V
MANAGEMENT'S RIGHTS

Section 1. The Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall have the right to determine the competency of all employees, the number of employees required subject to the lawful manning requirements of the applicable collective bargaining agreements in Appendix B, and shall have the sole responsibility for selecting employees to be laid off. Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, and discipline or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices, and have the right to utilize any methods or techniques of construction. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. It is recognized that installation of specialty items may require utilization, in limited circumstances, of a specialty company to protect a manufacturer's warranty or where the employees working under this Agreement lack the required skills to perform the work. In such cases, the applicable Contractor shall use commercially reasonable efforts to cause the specialty company to become bound to this Agreement and perform all such work consistent with the terms of this Agreement. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Section 2. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason (including disputes

relating to the negotiation or renegotiation of the collective bargaining agreements attached as Appendix B hereto, or disputes directed at non-construction services companies or the District at the Stadium Site) by a signatory Union or by any employee, and there shall be no lockout by the Contractor. This provision will not affect the Contractor's right to suspend or terminate work on any portion of the Project for operational or special circumstances provided the Union is given thirty (30) days notice, and such suspension or termination of work shall not be considered a lockout within the meaning of this section.

Section 2. No signatory Union shall sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. No Union shall be liable for acts of employees for whom it has no responsibility. The principal officer(s) of a Union will immediately instruct, order and use the best efforts of his office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for the unauthorized acts of any employee it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

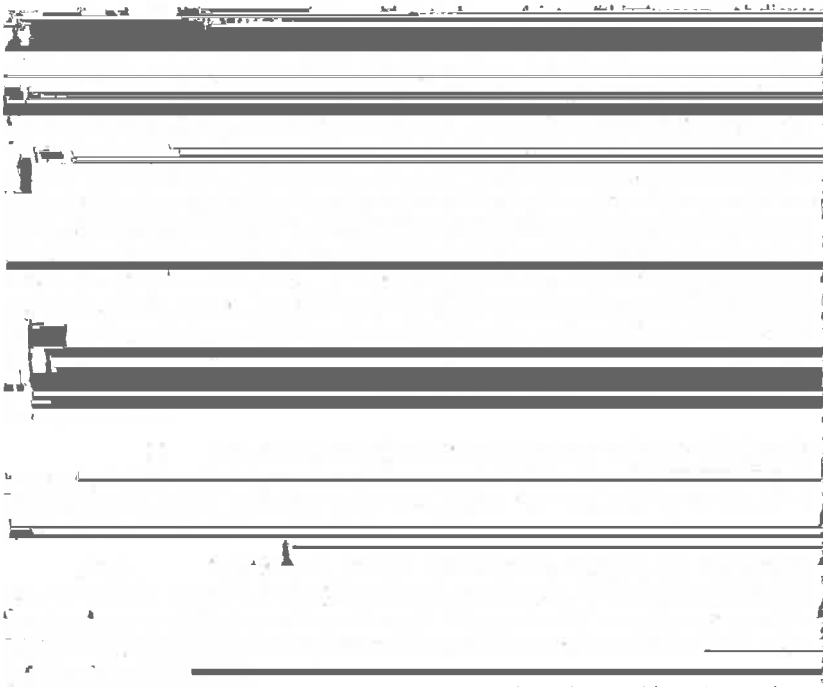
Section 4. If there is a work stoppage or lockout dispute the parties agree to provide notice to an arbitrator from the panel, as described in Article VII below. Upon receipt of said notice, the arbitrator or his alternate shall sit and hold a hearing within twenty-four (24) hours if he believes that the work stoppage or lockout dispute still exists, but not sooner than twenty-four (24) hours after notice of such dispute is given to the Union.

ARTICLE VII
DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between the Parties. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes, which shall be governed by Article VIII) shall be considered a grievance and subject to resolution under the following procedures:



he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the specific provision(s) alleged to have been violated. A representative of the Union or the job steward and the work-site representative of the involved Contractor and a representative of the District or the Construction Manager, as applicable, shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall respond to the Union representative in writing (copying the District or the Construction Manager, as applicable) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of these Grievance Procedures, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the specific provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

party to pay or reimburse the other party for attorneys' fees, expert fees or any other fees incurred in connection with, preparing, presenting or defending its case. The arbitrator shall not award or be empowered to award punitive or exemplary damages.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Time is of the essence. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him providing he has jurisdiction to resolve the issues, and he shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The District or the Construction Manager, as applicable, shall be notified of all actions at Steps 2 and 3 and shall be permitted to participate in all proceedings at Steps 2 and 3.

Section 5. If an arbitrator determines that a Union has failed to fulfill its obligations in good faith under Article IV, Sections 4, 5, 7, and 8 or Article X, Sections 2, 3, 5, 6, 7 and 8, the arbitrator may require the Union, per violation, to pay the cost of enrolling one bona fide District resident in a building trades pre-apprentice program. In determining the extent of this specified community outreach, the arbitrator shall consider the nature of the underlying grievance.

ARTICLE VIII
JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the then current Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "**Plan**") approved by the Building and Construction Trades Department, AFL-CIO or any or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, AFL-CIO.

Section 2. All jurisdictional disputes on the Project, between or among the Unions and Contractors signatory to this Agreement, shall be settled and adjusted according to the Plan. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions party to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow down of any nature, or other disruptive activity arising out of any jurisdictional dispute or interruption in protest, and the Contractor's assignment shall be adhered to until the dispute is resolved. Employees violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Council and signatory Unions at the offices of the Building and Construction Trades Department, 815 16th Street, NW, Suite 600, Washington, DC 20006, no less than thirty (30) days prior to commencing work unless the Council agrees in writing otherwise or unless emergency conditions exist that require

fewer days' notice to the Council. The District or the Construction Manager, as applicable, will be advised in advance of all such conferences and may participate if they wish. Absent the express written consent of the Council, no work shall begin unless a timely pre-job conference has been conducted.

ARTICLE IX
SUBCONTRACTING

Except as otherwise provided herein, the District and any Construction Manager shall not contract and no Contractor shall subcontract any work to be done on the Project except to a person who or entity that is or agrees to become party to this Agreement. Any Contractor working on the Project shall, as a condition to working on the Project, become a signatory to and perform all work under the terms of this Agreement.

ARTICLE X
APPRENTICES AND TRAINING

Section 1. The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry in the District. The Parties further recognize that apprenticeship and training shall be offered consistent with the applicable signatory Union's collective bargaining agreement (*see* Appendix B) and consistent with the apprenticeship and training programs currently maintained by the Joint Apprenticeship and Training Committees sponsored by the Unions and their signatory contractors.

Section 2. The Parties agree that, subject to any restrictions contained in applicable law, Contractor(s) will employ apprentices in the respective crafts which are performing work on the project, and within the jurisdiction of the craft in which those apprentices are working. The Parties further agree to a goal that apprentices will perform up to twenty-five percent (25%) of the total craft work hours unless the applicable Union's collective bargaining agreement (see Appendix B) provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested. Apprentices shall be properly supervised and paid in accordance with this Agreement.

Section 3. Contractors will employ only bona fide District residents as new apprentices (one hundred percent (100%) of all new apprentices shall be bona fide District residents). For purposes of meeting this goal, a "new apprentice" is defined as a bona fide District resident who is indentured on or after the date the Contractor executes a Letter of Acceptance agreeing to be bound by this Agreement. A Contractor failing to meet this goal or demonstrate "good faith" efforts to do so may be referred to binding arbitration as provided for in Article VII, above, for an appropriate resolution that may include monetary sanctions. In no event shall sanctions exceed five percent (5%) of the direct labor costs of the Contractor's construction contract for the Project. For the purpose of resolution of any dispute arising under this Section, the District shall be considered a party-in-interest with full rights of participation in the arbitration proceeding.

Section 4. The Parties recognize that, on projects receiving $5 million or more in government assistance, the First Source Act currently requires at least 60% of apprentice hours by trade shall be performed by District residents. The Contractor shall reach this goal through the utilization of the referral procedures set forth in this Agreement (where applicable), and through normal apprentice procedures. Individuals who are identified by the Parties, DCDOES and community-based organizations as potentially qualified apprentices, will be referred to the apprenticeship programs for review through the program's normal apprentice procedures.

Section 5. All Contractors and Unions shall provide a report to D.C. Office of Apprenticeship on the number of bona fide District residents who applied for apprenticeship, the number of bona fide District residents selected, and the reason(s) why those residents were not selected. The report shall be provided as the information becomes available to the Contractors and the Unions.

Section 6. All Contractors and Unions shall participate in up to three (3) apprenticeship career fairs to be organized by DCDOES for each year of construction of the Project in a concerted effort to recruit eligible District residents for apprenticeship opportunities. These career fairs shall begin prior to beginning of work on the Project.

Section 7. Contractors and Unions shall encourage the acceptance of all bona fide District residents enrolled in the applicable Union-sponsored preparatory apprenticeship training initiative, who successfully complete the training and qualify for formal registered apprenticeship programs. The Union's Business Manager shall recommend such acceptance in writing directed to the Trustees of the Joint Apprenticeship Training Fund or Committee, as applicable.

Section 8. Only those bona fide District residents who are registered in bona fide apprenticeship programs shall be counted for purposes of determining whether the apprenticeship requirements set forth in this Article have been met.

Section 9. Apprentices shall be employed to perform work in all craft areas in numerical ratios of apprentices to journeypersons that are consistent with the applicable registered apprenticeship program.

ARTICLE XI
WAGES AND BENEFITS

Section 1. Contractors shall pay the required wages and benefits set forth in each Union's collective bargaining agreement (*see* Appendix B) for persons otherwise entitled to receive benefits under such agreements, including any increases that may be negotiated with respect to those agreements in the future. All Contractors agree to be bound by all terms and conditions of the applicable fringe benefit trust agreements and the fringe benefit contribution procedures applicable to all contributing employers for persons otherwise entitled to receive benefits under such agreements. Contributions to employee benefit funds of a labor organization may be required only if, and to the extent, the employee's right to the benefits does not require membership in the labor organization.

Section 2. If a Contractor becomes delinquent in the payment of wages or fringe benefit contributions, the affected Union shall promptly give written notice thereof to such Contractor, and to the District or the Construction Manager, as applicable, specifying the nature and amount of such delinquency as nearly as can be ascertained. Upon receipt of the notice specified herein, the District or the Construction Manager, as applicable, shall withhold payment from any Contractor that has failed to make full payments for wages and fringe benefit contributions required by this Agreement. The amount withheld shall be no less than the amount of the delinquency set forth in the notice.

ARTICLE XII
WORK RULES

The Contractors agree to be bound by each individual Union's collective bargaining agreement for the work rules.

ARTICLE XIII
UNION SECURITY AND VOLUNTARY CHECK-OFF AUTHORIZATION

Section 1. All employees covered by this Agreement in the employ of the Contractors shall remain members in good standing of the Union during the term of this Agreement, and all employees hereinafter employed by the Contractors shall become members of the Union within seven (7) days after the date of their employment and shall remain members of the Union during the term of their employment on this Agreement, to the extent allowed or permitted by law.

Section 2. In interpreting good standing, a Contractor shall not discharge an employee for non-membership in the Union (a) if it has reasonable grounds for believing that such membership was not available to the employee on the same terms or conditions generally applicable to other members; or (b) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3. Upon receipt of a voluntary written authorization from the employee, the Contractor agrees to deduct and forward to the Union any dues checkoff or working assessment required to be paid in accordance with the provisions relating to dues checkoff and working assessments in the Union's collective bargaining agreement.

ARTICLE XIV
HOURS OF WORK, OVERTIME, REPORTING PAY AND HOLIDAYS

Section 1. (a) The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday. Regular work hours will be between 5:30 a.m. and 5:30 p.m. plus one-half (½) hour unpaid for lunch approximately mid-way through the shift, which may be changed by mutual agreement of the Union and the Contractor. The District or the Construction Manager, as applicable, may arrange for multiple shifts outside of normal work hours. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less

than eight (8) hours' work opportunity if called in. Make-up days shall be paid as straight time unless otherwise required by law.

(b) If the District or the Construction Manager, as applicable, and the Contractor determine that it would be beneficial to the Project, the Contractor may implement a four (4) ten-

in.

(c) A uniform starting time will be established for each craft or segment of the work. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference.

Section 2. The need to work overtime will be determined by the Contractor. The Contractor will determine the distribution of approved overtime work. Overtime shall be paid consistent with the applicable Union's collective bargaining agreement (*see* Appendix B).

t the time and place specified by the
(2) hours, he shall be paid for two (2)
minimum pay requirements shall be
bargaining agreement (*see* Appendix
B).

Section 5. Unless a longer period
shall be a paid ten (10) minute break two (2)
(30) minute unpaid lunch period to be mutual
clean-up time shall be determined by refere
agreement.

Contractor shall notify the Union with two (2) days notice of the starting and quitting time of all second or third shifts in advance of initiation of said shifts.

ARTICLE XV
SAFETY AND HEALTH

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

Section 2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make any signatory Union liable to any employees or to other persons in the event that injury or accident occurs. Each Contractor will be responsible for supplying all safety equipment to its employees.

ARTICLE XVI
NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of any reason prohibited by applicable federal or District law.

Section 2. Any reference in this Agreement to the male gender shall be deemed to include the female gender.

ARTICLE XVII
GENERAL SAVINGS CLAUSE

If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or District government, the Contractor and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVIII
TERM OF AGREEMENT

This Agreement will remain in effect until the development agreement between the District and DC Stadium, LLC for the development and construction of the Stadium at the Stadium Site,

("**Development Agreement**") is terminated, at which time this Agreement will automatically terminate.

ARTICLE XIX
DEVELOPMENT AGREEMENT

The District covenants that the Development Agreement shall expressly require that any construction manager or similar entity engaged to construct the Stadium shall execute this Agreement or a Letter of Assent agreeing to be bound by this Agreement.

ARTICLE XX
SUMMER YOUTH PROGRAM

The Council agrees that it will sponsor and finance a six (6) week summer youth program during the summers in which the Stadium is being constructed for fifteen (15) bona fide District residents who are between the ages of 16 and 18. And who have demonstrated an interest in a career in the building trades. Over the course of each summer, the program will include classroom presentations relating to the building trades, visits to the training facility of each Council affiliate, and participation in other activities related to career opportunities in the Washington area building trades. Each youth participant will receive the District of Columbia's minimum wage for all hours of attendance in the program (not to exceed 8 hours per day, 40 hours per week).

ARTICLE XXI
GOVERNING LAW AND FORUM

The terms of this Agreement is governed exclusively by the Laws of the District of Columbia and the rules, regulations and procedures of agencies of the District of Columbia. Any dispute arising from this Agreement that is not resolved through Arbitration shall be resolved only in the courts and regulatory agencies of or in the District of Columbia.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10th day of September, 2013.

DISTRICT OF COLUMBIA

By: Vincent C. Gray
Name:
Title:

UNIONS:

Washington, DC Building and Construction Trades Council:

By:
Name:
Title:

Local #24, Asbestos Workers:

By:
Name:
Title:

Local #1, Bricklayers and Allied Craft Workers

By: _____
Name: _____
Title: _____

Local #26, Electrical Workers:

By: _____
Name: _____
Title: _____

Local #5, Iron Workers:

By: _____
Name: _____
Title: _____

Local #657, Laborers:

By: _____
Name: _____
Title: _____

Local #77, Operating Engineers:

By: _____
Name: _____
Title: _____

Local #891, Operative Plasterers & Cement Masons:

By: _____
Name: _____
Title: _____

Painters District Council #51:

By: _____
Name: _____
Title: _____

Local #5, Plumbers:

By: _____
Name: _____
Title: _____

Local #201, Reinforced Rodmen:

By: _____
Name: _____
Title: _____

Local #30, Roofers & Waterproofers:

By: _____
Name: _____
Title: _____

Local #100, Sheet Metal Workers:

By: _____
Name: _____
Title: _____

Local #669, Sprinkler Fitters:

By: _____
Name: _____
Title: _____

Local #602, Steamfitters:

By: _____
Name: _____
Title: _____

Local #639, Teamsters:

By: _____
Name: _____
Title: _____

Mid Atlantic Regional Council of Carpenter

By: _____
Name: _____
Title: _____

Pile Drivers

By: _____
Name: _____
Title: _____

Concrete Carpenters

By: _____
Name: _____
Title: _____

Interior Systems Carpenters

By: _____
Name: _____
Title: _____

Millwork Carpenters

By: _____
Name: _____
Title: _____

General Carpenters

By: _____
Name: _____
Title: _____

Carpet Layers

By: _____
Name: _____
Title: _____

Floor Layers

By: _____
Name: _____
Title: _____

Furniture Installers

By: _____
Name: _____
Title: _____

Mill Wrights

By: _____
Name: _____
Title: _____

Exhibit S

Stadium Act

Exhibit T

Pepco High Voltage Lines Development Option

Exhibit U

Utility Relocation Timeline and Requirements

To be Attached in Accordance with Section J.2

Exhibit V

[RESERVED]

Exhibit W

Approved Conceptual Design – Ancillary Development

To be Attached in Accordance with Section 7.9(c)